

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Monday, September 28, 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 September 14, 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 Public Hearing – Adopt certain findings prerequisite to award of energy service contract under Government Code Sections 4217.10 – 4217.18 for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College.

## **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 Career Technical Education (CTE) Employment Outcomes Survey Agreement with Sonoma County Junior College District Action  
The administration recommends approval of the agreement with Sonoma County Junior College District in Petaluma, California.
- \*3.2 Approval of New Fire Technology Agreement: City of San Clemente Action  
The administration recommends approval of the new fire technology agreement with the City of San Clemente in California.
- \*3.3 Approval of Occupational Therapy Assistant (OTA) Agreement Renewal - Providence Health System Action  
The administration recommends approval of the agreement renewal with Providence Health System in Burbank, California.
- 3.4 Approval of Santa Ana College (SAC) Follow-Up Report on Accreditation Action  
The administration recommends approval of the Santa Ana College Follow-Up Report on Accreditation and submission of the report to the Accrediting Commission for Community and Junior Colleges (ACCJC) before Oct. 15, 2015.

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

#### **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 2014-2015 CCFS-311 Annual Budget and Financial Report, including Gann Appropriation Limit Action  
The administration recommends approval of the 2014-2015 CCFS-311 Annual Budget and Financial Report as presented pending any audit adjustments and establish the District's 2015-2016 Gann Appropriation Limit in the amount of \$243,057,716.
- 4.3 Adoption of Resolution No. 15-19 – Agreement for Energy Conservation Services with McCarthy Building Companies, Inc. for New Central Plant Building Project at Santa Ana College (SAC) Action  
The administration recommends adoption of Resolution No. 15-19 – Agreement for energy conservation services with McCarthy Building Companies, Inc. for the new Central Plant building project at SAC as presented.
- \*4.4 Approval of Agreement with Knowland Construction Services for Division of the State Architect (DSA) Inspector of Record, Testing and Inspection Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College Action  
The administration recommends approval of the agreement with Knowland Construction Services for DSA inspector of record, testing and inspection services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- \*4.5 Approval of Agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College Action  
The administration recommends approval of the agreement with Smith-Emery Laboratories for materials testing and inspection consulting services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- \*4.6 Approval of Cellular Agreement with Sprint for Relocation of Antenna Equipment on Dunlap Hall at Santa Ana College Action  
The administration recommends approval of the cellular agreement with Sprint for relocation of antenna equipment on Dunlap Hall at SAC as presented.

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

- \*4.7 Approval of Cellular Agreement with T-Mobile for Relocation of Antenna Equipment on Dunlap Hall at Santa Ana College Action  
The administration recommends approval of the cellular agreement with T-Mobile for relocation of antenna equipment on Dunlap Hall at SAC as presented.
- \*4.8 Approval of Change Order #2 for Bid #1251 – Exterior Painting at Building E (Fitness), Building L (Library), Building T (Technology), Building R (Russell Hall), and Building B (Middle College) at Santa Ana College Action  
The administration recommends approval of change order #2 for Bid #1251 for exterior painting at Buildings E, L, T, R, and B at SAC as presented.
- \*4.9 Approval of Notice of Completion for Bid #1251 – Exterior Painting at Building E (Fitness), Building L (Library), Building T (Technology), Building R (Russell Hall) and Building B (Middle College) at Santa Ana College Action  
The administration recommends approval of the notice of completion for Painting & Décor, Inc. for Bid #1251 for exterior painting at Buildings E, L, T, R, and B at SAC as presented.
- \*4.10 Approval of Change Order #1 for Bid #1263 – Chavez Hall Roof Repairs at Santa Ana College Action  
The administration recommends approval of change order #1 for Bid #1263 for the Chavez Hall roof repairs at SAC as presented.
- \*4.11 Approval of Notice of Completion for Bid #1263 – Chavez Hall Roof Repairs at Santa Ana College Action  
The administration recommends approval of the notice of completion with C.I. Services, Inc. for Bid #1263 for the Chavez Hall roof repairs at SAC as presented.
- \*4.12 Approval of Settlement Agreement with Woodcliff Corporation for Construction Services for Perimeter Site Improvements for Santa Ana College Action  
The administration recommends approval of the settlement agreement with Woodcliff Corporation for construction services for perimeter site improvements for SAC as presented.
- \*4.13 Award of Bid #1270 – Dunlap Hall Roof Replacement at Santa Ana College Action  
The administration recommends approval of awarding Bid #1270 to Best Contracting Services, Inc. for the Dunlap Hall roof replacement at SAC as presented.

- \*4.14 Approval of Change Order #1 for Bid #1262 – Electrical Panel Replacement at Building A (Administration), Building B (Classrooms and Faculty), and Building C (Child Development Center) at Santiago Canyon College (SCC) Action  
The administration recommends approval of change order #1 for Bid #1262 for the electrical panel replacement at Buildings A, B, and C at SCC as presented.
- \*4.15 Approval of Notice of Completion for Bid #1262 – Electrical Panel Replacement at Building A (Administration), Building B (Classrooms and Faculty), and Building C (Child Development Center) at Santiago Canyon College Action  
The administration recommends approval of the notice of completion with Sunbelt Electric for Bid #1262 for the electrical panel replacement at Buildings A, B, and C at SCC as presented.
- \*4.16 Approval of Change Order #1 for Bid #1267 – Child Development Center (CDC) Air Conditioning Units Replacement at Santiago Canyon College Action  
The administration recommends approval of change order #1 for Bid #1267 for the CDC air conditioning units replacement at SCC as presented.
- \*4.17 Approval of Notice of Completion for Bid #1267 – Child Development Center Air Conditioning Units Replacement at Santiago Canyon College Action  
The administration recommends approval of the notice of completion with Bon Air, Inc. for Bid #1267 for the CDC air conditioning units replacement at SCC as presented.
- \*4.18 Approval of Agreement with PAL id Studio, Inc. for Furniture and Equipment Design Services for Orange Education Center (OEC) Action  
The administration recommends approval of the agreement with PAL id Studio, Inc. for furniture and equipment design services for OEC as presented.
- \*4.19 Approval of Agreement for Ellucian Payment Center Action  
The administration recommends approval of the agreement for the new payment center commerce platform between Ellucian/TouchNet and Rancho Santiago Community College District (RSCCD) as presented.
- \*4.20 Approval of Agreement for TouchNet Application Subscription Program (ASP) Action  
The administration recommends approval of the agreement for the new payment center commerce platform between TouchNet and RSCCD as presented.

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

- \*4.21 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period July 26, 2015, through September 12, 2015.

## 5.0 GENERAL

- \*5.1 Approval of Resource Development Items Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Child Development Training Consortium (SAC/SCC) \$ 18,700
  - Governor’s Office of Business & Economic Development \$ 36,000  
(GO-Biz) Capital Infusion Program (CIP) Grant (District)
  - Upward Bound Math & Science Program – Year 4 (SCC) \$250,000
- \*5.2 Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools/Central Orange County Career Technical Education Partnership for Global Trade and Logistics Deputy Sector Navigator Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.3 Approval of Sub-Agreement between RSCCD and South Orange County Community College District/Saddleback College for Small Business Deputy Sector Navigator Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.4 Approval of Sub-Agreement between RSCCD and Santiago Canyon 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
- 5.5 Approval of Classified Representative to Report at Board Meetings Action  
The board has asked that a classified representative provide a report at board meetings.
- 5.6 First Reading of Board Policies Information  
The board policies are presented for a first reading as information.

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

5.7 Board Member Comments

Information

**RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Part-time Faculty
  - b. Classified Staff
  - c. Student Workers
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: Faculty Association of Rancho Santiago Community College District
4. Liability Claim (pursuant to Government Code Section 54956.95)
  - a. DM20150309

**RECONVENE**

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

**Public Comment**

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

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

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

**6.0 HUMAN RESOURCES**

6.1 Management/Academic Personnel

Action

- Approval of Employment Agreements
- Ratification of Resignations/Retirements
- Approval of CEFA Part-time/Hourly Step Increases Effective Fall 2015
- Approval of FARSCCD Beyond Contract/Overload Step Increases Effective Fall 2015
- Approval of FARSCCD Part-time/Hourly Step Increases Effective Fall 2015

- 6.1 Management/Academic Personnel (contd.) Action
- Approval of Final Placements
  - Approval of Adjustments to Final Placement
  - Approval of Changes of Assignment
  - Approval of Changes of Assignment/Location
  - Approval of Changes of Assignment/Voluntary Reduction of Workload
  - Approval of Contract Extension Days
  - Approval of Stipends
  - Approval of Part-time Hourly New Hires/Rehires
  - Approval of Non-paid Instructors of Record
  - Approval of Non-paid Intern Services
- 6.2 Classified Personnel Action
- Approval of New Appointments
  - Approval of Hourly On Going to Contract Assignments
  - Approval of Professional Growth Increments
  - Approval of Out of Class Assignments
  - Approval of Changes in Position
  - Ratification of Resignations/Retirements
  - Approval of New Appointments
  - Approval of Temporary to Hourly On Going Assignments
  - Approval of Changes in Position
  - Approval of Temporary Assignments
  - Approval of Additional Hours for On Going Assignments
  - Approval of Miscellaneous Positions
  - Approval of Volunteers
  - Approval of Student Assistant Lists
- 6.3 Approval of Legal Services Agreement – Musick, Peeler & Garrett LLP Action  
It is recommended that the board authorize the chancellor or his designee to approve the engagement agreement with Musick, Peeler & Garrett LLP for professional services as presented.
- 6.4 Rejection of Claim Action  
The district's legal counsel recommends the board authorize the chancellor or his designee to reject claim #DM20150312.
- 6.5 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 October 12, 2015, at Santiago Canyon College, 8045 E. Chapman Avenue, Orange, California.



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

**Board of Trustees**  
**(Regular meeting)**

**Monday, September 14, 2015**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:35 p.m. by Mr. Larry Labrado. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Ms. Nelida Mendoza Yanez, Mr. Phillip Yarbrough, and Ms. Raquel Manriquez. Mr. Jose Solorio arrived at the time noted.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Dr. John Weispfenning. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Seham Nabils, Student Vice President, Santiago Canyon College (SCC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve 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. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the minutes of the meeting held August 14, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

## 1.6 Approval of Consent Calendar

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

- 3.1 Approval of New Fire Technology Agreement: City of Irvine  
The board approved the new agreement with the City of Irvine, California.
- 3.2 Approval of New Fire Technology Agreement: City of Rialto  
The board approved the new agreement with the City of Rialto, California.
- 3.3 Approval of Student Field Placement Agreement for Athletic Training and Fire Technology Wellness Programs with California State University, Long Beach (CSULB)  
The board approved the student placement agreement with CSULB.
- 3.4 Approval of Clinical Affiliation Agreement for Athletic Training with Humboldt State University, a California State University  
The board approved the affiliation agreement with Humboldt State University, a California State University in Arcata, California.
- 3.5 Approval of Renewal for Emergency Medical Technician Program (EMT) Agreement - Emergency Ambulance Services  
The board approved the affiliation agreement with Emergency Ambulance Services located in Brea, California.
- 3.6 Approval of Renewal of EMT Program Agreement – Schaefer Ambulance  
The board approved the renewal of the affiliation agreement with Schaefer Ambulance located in Santa Ana, California.
- 3.7 Approval of Renewal for EMT Program Agreement – Care Ambulance  
The board approved the renewal of the affiliation agreement with Care Ambulance located in Orange, California.
- 3.8 Approval of Nursing Program Agreement – St. Jude Neighborhood Health Centers  
The board approved the clinical affiliation agreement with St. Jude Neighborhood Health Centers located in Fullerton, California.
- 3.9 Approval of Renewal of Nursing Program Agreement – California State University, Fullerton (CSUF)  
The board approved the renewal of the clinical affiliation agreement with CSUF.

1.6 Approval of Consent Calendar (contd.)

3.10 Approval of Amendment of Nursing Program Agreement – Children’s Hospital of Orange County – **With Instructor**

The board approved the amendment of the clinical affiliation agreement with CHOC located in Orange, California.

3.11 Approval of Amendment of Nursing Program Agreement – Children’s Hospital of Orange County – **Without Instructor**

The board approved the amendment of the clinical affiliation agreement with CHOC located in Orange, California.

3.12 Approval of External Evaluator Agreement for National Science Foundation Advanced Technological Education Orange County Biotechnology Collaborative Partnership

The board approved the agreement with SmartStart Evaluation and Research as an external evaluator commencing Fall 2015 and ending Summer 2018.

3.13 Approval of Affiliation Agreement with Western Interpreting Network

The board approved the affiliation agreement with Western Interpreting Network for sign language interpreter services from September 14, 2015, to June 30, 2018.

3.15 Approval and Certification of Santa Ana College (SAC) School of Continuing Education High School Diploma Program Graduate List 2014-2015

The board approved and certified the list of 2014-2015 high school program graduates for the SAC School of Continuing Education.

3.16 Approval and Certification of Santiago Canyon College Orange Education Center High School Diploma Program Graduate List 2014-2015

The board approved and certified the list of 2014-2015 high school program graduates for the SCC Orange Education Center.

3.17 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Intersession and Spring 2015

The board confirmed the list of recipients of SAC associate degrees and certificates for intersession and spring 2015 as presented.

3.18 Confirmation of Santiago Canyon College Associate Degrees and Certificates Awarded in Intersession and Spring 2015

The board confirmed the list of recipients of SCC associate degrees and certificates for intersession and spring 2015 as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

1.6 Approval of Consent Calendar (contd.)

4.2 Approval of Budget Increases/Decreases and Budget Transfers

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

4.5 Approval of Contract Renewal – Chancellor’s Office Tax Offset Program (COTOP)

The board approved the renewal of the COTOP contract with the Chancellor’s Office as presented and authorized the Vice Chancellor, Business Operations/ Fiscal Services to execute the contract and future yearly renewals.

4.7 Approval of Agreement with HPI Architecture for Professional Design Services for Publication and Warehouse Relocation Project from Orange Education Center (OEC) to Santiago Canyon College

The board approved the agreement with HPI Architecture for Phase 2 professional design services for the publication and warehouse relocation project from OEC to SCC as presented.

4.8 Approval of Agreement with Koury Engineering & Testing, Inc. for Soils Testing and Inspection Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College

The board approved the agreement with Koury Engineering & Testing, Inc. for soils testing and inspection services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.

4.9 Approval of Amendment to Agreement with HMC Architects for Professional Design and Engineering Services for Dunlap Hall Renovation at Santa Ana College

The board approved the amendment with HMC Architects for professional design and engineering services for the Dunlap Hall remodel at SAC as presented.

4.10 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 amendment #2 with Westberg+White, Inc. for preparation of the “Consolidation Package” for the Central Plant project at SAC as presented.

4.11 Approval of Reimbursement Agreement for Completion of Land Conversion Approval for Centennial Education Center (CEC) with City of Santa Ana

The board approved the reimbursement agreement for completion of land conversion approval for CEC with the City of Santa Ana as presented.

1.6 Approval of Consent Calendar (contd.)

4.13 Approval of Agreement with Terracon Consultants, Inc. for Environmental Consulting Services for Orange Education Center at Santiago Canyon College

The board approved the agreement with Terracon Consultants, Inc. for environmental consulting services at OEC at SCC 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.

4.15 Approval of Assignment and Assumption Agreement with Sun Industries, Inc. for Energy Conservation Services with Sun and Sun Industries, Inc. for LED Lighting Conversion Project at Santiago Canyon College and District Operations Building

The board approved the assignment and assumption agreement with Sun and Sun Industries, Inc. for energy conservation services with Sun and Sun Industries, Inc. for the LED lighting conversion project at SCC and District Operations building as presented.

4.16 Approval of Change Order #2 for Agreement for Energy Conservation Services with Sun and Sun Industries, Inc. for LED Lighting Conversion Project at Santiago Canyon College and District Operations Building

The board approved change order #2 for agreement for energy conservation services with Sun and Sun Industries, Inc. for the LED lighting conversion project at SCC and District Operations building as presented.

4.17 Approval of Notice of Completion for Bid #1269 for Building D Renovation Phase 1 at Santiago Canyon College

The board approved the Notice of Completion with Bishop, Inc. for Building D Renovation Phase 1 at SCC as presented.

4.18 Approval of Proposal for Colleague Application Management & Application Hosting Services - Ellucian

The board approved the agreement for application management and hosting services between Ellucian and Rancho Santiago Community College District (RSCCD) as presented.

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:

- Board Financial Assistance Program (BFAP) (SCC) \$ 320,769
- California Career Pathways Trust – Orange County Pathways Partnership (CCPT-OCCPP) – Year 2 (SAC) \$ 204,500

1.6 Approval of Consent Calendar (contd.)

5.1 Approval of Resource Development Items

- California Career Pathways Trust – Orange County Pathways Partnership (CCPT-OCCPP) – Year 2 (SCC)	\$ 76,433
- Encouraging New Graduates and Gaining Expertise (ENGAGE) in Science, Technology, Engineering, and Math (STEM) Project – Year 5 (SAC)	\$1,129,860
- Governor’s Office of Business & Economic Development (GO-Biz) Capital Infusion Program (CIP) Grant (District) – <i>Adjustment</i>	-\$ 15,000
- Orange County Biotechnology Collaborative Partnership (SAC)	\$ 562,496
- Student Support Services – Year 5 (SAC)	\$ 292,340
- Regular Student Support Services Program Grant – Year 1 (SCC)	\$ 220,000
- Talent Search IV – Year 3 (SAC)	\$ 320,832
- Upward Bound – Year 4 (SAC)	\$ 291,663

5.2 Approval of First Amendment to Sub-award Agreements between RSCCD and California State University (CSU), Fullerton Auxiliary Services Corporation (DO-14-1668-01.01) and between RSCCD and North Orange County Community College District (NOCCCD) – Fullerton College (DO-14-1668-02.01) for ENGAGE in STEM Project – Year 4

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

5.3 Approval of Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Corporation and between RSCCD and NOCCCD – Fullerton College for ENGAGE to STEM Project – Year 5

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

5.4 Approval of Sub-Agreement between RSCCD and NOCCCD on behalf of Fullerton College

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

5.5 Approval of Sub-Agreement between RSCCD and South Orange County Community College District/Saddleback College for Retail/Hospitality/Tourism Deputy Sector Navigator Grant

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

1.6 Approval of Consent Calendar (contd.)

5.6 Approval of Agreement between RSCCD and Marriott Hotels and Resorts

The board approved the agreement and authorized the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

1.7 Public Hearing – 2015-2016 Proposed Adopted Budget

There were no public comments.

1.8 Public Hearing – Adopt certain findings prerequisite to award of energy service contract under Government Code Sections 4217.10 – 4217.18 for the Chiller Replacement Project at Santiago Canyon College.

There were no public comments.

1.9 Public Hearing – Adopt certain findings prerequisite to award of energy service contract under Government Code Sections 4217.10 – 4217.18 for the LED Lighting Conversion Project at the Digital Media Center and Orange County Sheriff's Regional Training Academy.

There were no public comments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

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

Mr. Solorio arrived during Dr. Rodríguez' report.

2.2 Reports from College Presidents

The following college representatives provided reports to the board.

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

Dr. Martinez indicated that Santa Ana College's Follow-Up Report on Accreditation is included in the agenda as Item 3.14 for a first reading. Upon reviewing the document, she asked board members to send comments or changes requested to Ms. Lucarelli. Dr. Weispfenning indicated that staff are continuing to work on Santiago Canyon College's Follow-Up Report on Accreditation since it is due in March 2016.

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  
Ms. Seham Nabils, Student Vice 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  
Dr. Elliott Jones, Academic Senate President, Santa Ana College

#### 2.6 Reports from Board Committee Chairperson

There was no report on the Board Facilities Committee meeting since the meeting had been cancelled.

Ms. Barrios provided a report on the September 14, 2015, Board Policy Committee meeting.

### 3.0 INSTRUCTION

Items 3.1 through 3.13, and 3.15 through 3.18 were approved as part of Item 1.6 (Consent Calendar).

#### 3.14 Receive for First Reading – Santa Ana College (SAC) Follow-Up Report on Accreditation

This item was presented as a first reading for information only.

### 4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.5, 4.7, 4.8, 4.9, 4.10, 4.11, and 4.13 through 4.18 were approved as part of Item 1.6 (Consent Calendar).

#### 4.3 Adoption of Resolution No. 15-20 – Conflict of Interest Code

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to adopt Resolution No. 15-20 – Conflict of Interest Code as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.



#### 4.4 Approval of 2015-2016 Adopted Budget

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the 2015-2016 Adopted Budget as presented. Mr. Hardash and Mr. Adam O'Connor gave a presentation on the 2015-2016 Adopted Budget. Board members received clarification on data related to the presentation from Mr. Hardash and Mr. O'Connor. Mr. Yarbrough asked that the answers to the questions he asked regarding the 2015-2016 Adopted Budget and the answers to the questions Ms. Alvarez asked regarding Item 4.17 (Agreement with SaaS Services – SafeTrek – Hold Until Safe) from the August 17, 2015 board meeting) be attached to the minutes. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

#### 4.6 Adoption of Resolution No. 15-18 – Agreement for Energy Conservation Services with Coast Electric for LED Lighting Conversion Project at Digital Media Center (DMC) and Orange County (OC) Sheriff's Regional Training Academy

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to adopt Resolution No. 15-18 – Agreement for energy conservation services with Coast Electric for the LED lighting conversion project at the DMC and OC Sheriff's Regional Training Academy as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

#### 4.12 Adoption of Resolution No. 15-17 – Agreement for Energy Conservation Services with ACCO Engineered Systems for Chiller Replacement Project at Building D at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to adopt Resolution No. 15-17 – Agreement for energy conservation services with ACCO Engineered Systems for the chiller replacement project at Building D at SCC as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

## 5.0 GENERAL

Items 5.1 through 5.6 were approved as part of Item 1.6 (Consent Calendar).

#### 5.7 Board Member Comments

Mr. Hanna thanked staff for their hard work and wished them a belated Happy Labor Day. He indicated he was marching in Wilmington along with several people on Labor Day.

### 5.7 Board Member Comments (contd.)

In reference to Item 5.6 (Agreement between RSCCD and Marriott Hotels and Resorts), Mr. Solorio reminded staff that board policy (BP 6014) states that staff are encouraged to hold district-sponsored events within the geographical boundaries of the district when possible.

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 7:03 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Part-time Faculty
  - b. Classified Staff
  - c. Student Workers
  - d. Educational Administrator Appointments
    - (1) Associate Dean
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: 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
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Liability Claims (pursuant to Government Code Section 54956.95)
  - a. DM20150309, DM20150310, and DM20150311
  - b. DMCN030315

Ms. Alvarez left the meeting during closed session at 7:28 p.m.

### **RECONVENE**

The board reconvened at 8:10 p.m.

### Closed Session Report

Mr. Hanna reported the board discussed public employment, anticipated/potential litigation, labor negotiations, public employee discipline/dismissal/release, and liability claims, and the board took action during closed session to suspend a Child Development Master Teach for seven (7) days with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Ms. Alvarez left the meeting earlier; therefore she did not vote on this action. In addition, Mr. Hanna reported

### Closed Session Report (contd.)

the board took action at a previous meeting during closed session to suspend a Science Laboratory Coordinator for five (5) days with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Mr. Solorio, and Mr. Yarbrough. Ms. Barrios and Ms. Mendoza Yanez were absent; therefore they did not vote on this action.

### Public Comment

There were no public comments.

## **6.0 HUMAN RESOURCES**

### 6.1 Management/Academic Personnel

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

- Approve Appointments
- Ratify Resignations/Retirements
- Approve Acceptance of Outside Assignments
- Approve Hiring of Temporary Long-term Substitutes per E.C. 87481 & 87482
- Approve Adjustments to Effective Dates for Temporary Long-term Substitute per E.C. 87481 & 87482
- Rescind Hiring of Temporary Long-term Substitutes per E.C. 87481 & 87482
- Approve Interim Assignments
- Approve Adjustments to Placement
- Approve Adjustments to Placement & Location
- Approve Final Salary Placements
- Approve Adjustments to Final Salary Placement
- Approve Adjustments to Banked Leave of Absence
- Approve Leaves of Absence
- Approve Stipends
- Approve Adjustments to Stipend Amount
- Approve Adjustments to Effective Date
- Approve Column Changes
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

## 6.2 Classified Personnel

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

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

## 6.3 Rejection of Claims

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to authorize the chancellor or his designee to reject claims #DM20150309, #DM20150310, and #DM20150311. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

## 6.4 Rejection of Claim

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to authorize the chancellor or his designee to reject claim #DMCN030315. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, September 28, 2015.

There being no further business, Mr. Labrado declared the meeting adjourned at 8:11 p.m., in memory of the person killed and the individual wounded in the Sacramento City College shooting on September 3, 2015, and the professor who was killed on September 14, 2015, at Delta State University in Cleveland, Mississippi.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: September 28, 2015

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

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

**Date:** September 14, 2015  
**To:** Dr. Raúl Rodríguez  
**From:** Peter J. Hardash  
**Subject:** Responses to Board of Trustees Requests/Questions

*From Trustee Phillip Yarbrough*

On the Proposed Adopted Budget – Part I (Item 4.4 on agenda)

**Page 6 – 8612 Explain what the State General Apportionment Deficit is and how it impacts our budget.**

- The system apportionment deficit, sometimes referred to as the deficit factor or deficit coefficient, is simply a shortfall in projected state apportionment revenue and is shown as a reduction in our apportionment estimates. The deficit can come from a variety of causes including less property taxes collected and student fee income collected than expected as well as adding new colleges and centers in the system. It is much like the state computes our expected revenue at \$1 but then tells us they only have 98 cents to pay us. We budget the full revenue in one 8612 account and the expected deficit in an offsetting 8612 account. We have included an apportionment deficit in the district budget for several years.

**8629 This account has increased significantly since the state budget crises. It has increased \$3m since 14-15 and \$1.7m since last year. What is being discussed in Sacramento regarding Credit Matriculation?**

- With the Student Success Act of 2012, significant increases in funding for Matriculation, or what is now being called the Student Success and Support Program (SSSP) were planned to fully implement core services: orientation; assessment; counseling, advising, and other education planning services needed to assist a student in making an informed decision about his or her education goal and course of study and to develop an education plan. The funds dedicated for these services have gone from less than \$50 million system-wide in 2012/13 to almost \$300 million this fiscal year.

**8612 With the dramatic increase in state revenue, shouldn't this account be \$0?**

- We have four 8612 line items in the budget related to state general apportionment. Assuming you are referring to the 8612 account titled State General Apportionment – Deficit, as mentioned above, we fully budget computed revenue and then budget an anticipated deficit separately. Even with the increased funding, the system has not eliminated the use of the deficit factor.

**Page 7 – 8629 What is Student Equity and how does it benefit our students?**

- Student Equity funds are administered through the SSSP, but allocated as a separate program specifically related to student equity plans. The student equity plan focuses on increasing access, course completion, ESL and basic skills completion, degrees, certificates and transfer for all students as measured by success indicators linked to the CCC Student Success Scorecard. “Success indicators” are used to identify and measure areas for which disadvantaged populations may be impacted by issues of equal opportunity. Each college develops specific goals/outcomes and actions to address disparities that are discovered, disaggregating data for indicators by student demographics, preferably in program review. College plans

must describe the implementation of each indicator, as well as policies, activities and procedures as they relate to student equity at the college. Student equity plans are prepared with three- to five-year timeframes in terms of planned activities and improvements, to align with the Student Success and Support Program Plan, but must be updated annually.

**8659 Since we have one of the State's largest non-credit programs, where is the state going with Career Tech? Where did the \$5m from the Tentative to the Adopted go to?**

- In 2014/15, the district was awarded \$16 million for CTE Enhancement Funds. At the tentative budget that full amount remained in the budget for 2015/16, but about \$5 million was spent by year end with the remaining balance budgeted in 2015/16. See the answer below related to 5100 for more details on this program.

**21.98% increase in 8 accounts. I can't wait to hear your explanation of how these accounts increased in unison as a percentage. Please explain what 8811 is (property tax) and what caused the \$9.4m increase.**

- At the Adopted Budget we tie our revenue projections to the breakdown given to us by the state chancellor's office in the Advance Apportionment Exhibit C (Blue Book). The overall estimate for our district in property taxes is \$60.4 million, an increase of 21.98% over what we actually received in 2014/15. We distribute this increase equally over the eight components of property taxes (excluding ERAF). 8811 is the largest component of property taxes represented what is called the Secured Roll. The Secured Roll comprises the property which, in the opinion of the assessor, has sufficient value to guarantee payment of taxes levied on the property. The term is generally synonymous with real property. There is also the Unsecured Roll for business property, boats, etc. that aren't secured by real estate, and Supplemental Roll used for reassessments after new construction on a property.

**Page 10 - 4100 I know that it's only \$4k, but what does this pay for that we did not pay for in the subsequent years?**

- The Distance Education program at Santa Ana College plans to purchase textbooks with Lottery funds this year.

**5100 Where is the increase of \$10m going to?**

- This increase is almost entirely related to the new CTE Enhancement Funds awarded mid-year 2014/15 to develop, enhance and retool new programs and curriculum to expand quality of career technical education for students. As the regional awardee, it creates multi-college projects and regional collaboration with our 27 sub-recipients with the vast majority of the funds being passed through on contracts to these districts.

**5900 We have parked \$18.4m in this account. Is there a "special project" or is this money that is held outside of the \$26m ending balance?**

- As pointed out in the budget assumptions, the district is receiving approximately \$15.4 million in one-time Mandated Cost funds this year. \$14.3 million of these funds are budgeted in 5900 as a holding account pending discussion on allocation(s) of these funds.

**Page 11 - 7900 vs. 7910 explain the change in reporting for these accounts.**

- There isn't a change in the way these are reported. All 7900 reserve accounts are shown each year as budgeted amounts, but no actual expenditures can be charged to these accounts directly. They all require a board approved budget transfer to an expenditure line item within the 1000-6000 accounts.

**Page 20 - What is the asterisk signify? I don't see the footnote.**

- This year we noted all components of revenue on pages 20 and 21 that make up our state apportionment (Total Computational Revenue). The footnote is at the bottom of revenue on page 21.

**8612 Explain what this is:**

- As referenced in previous questions, 8612 accounts for our state general apportionment. This is the remaining amount owed based on our computed revenue after subtracting property taxes, student fees, and Education Protection Account (EPA).

**8612 8630 Prior Year Adjustment – Explain what this is.**

- Based on any changes in prior year revenues, we can see adjustments up and down, which in 2014/15 we saw adjustments for two prior years. These adjustments are accounted for separately from current year revenue within these accounts.

**Page 22 - 3500 What caused this change? Is this the same reason for Page 23 5400?**

- We budget for unemployment insurance at 0.05% of payroll plus a local experience charge. Last year our budget was actually slightly higher, but our local experience charge came in considerably less. There is no correlation with 5400.

**5800 The changes in this account are remarkable. What is the cause?**

- This is a look at the ongoing unrestricted general fund (Fund 11). The colleges had a significant portion of the Instructional Services Agreements prior to 2015/16 budgeted in the one-time unrestricted general fund (Fund 13), so to compare year to year it may be best to use page 16. There is about \$600,000 more budgeted in 2015/16 related to Instructional Services Agreement than was spent in 2014/15.

**Page 54 - 8981 Beginning Fund Balance – how does it go from \$34.8m to \$40.5m when there is no change in Total Revenue**

- The district received revenues related to scheduled maintenance and Prop 39 Clean Energy projects in 2014/15, yet some projects take multiple years to complete and spend down the funds. All \$40.5 million is committed to projects and will be spent over the next couple of years as these projects are completed.



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

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

**Date:** September 14, 2015  
**To:** Dr. Raúl Rodríguez  
**From:** Peter J. Hardash  
**Subject:** Responses to Board of Trustees Requests/Questions

*From Trustee Phillip Yarbrough*

On the Proposed Adopted Budget – Part II – (Item 4.4 on agenda)

**Page 9–10 - I need the Adopted Budget figures for 13/14 and 14/15 for the General Fund Expenditure Budget for accounts 1300, 2400, 5500 and 5800. I specifically want to see the fabricated budget figures that we were provided that were used to balance the budget. I want to see these figures for the colleges if they are available.**

- See below:

	FD 11/12/13									
	FY 2013-14				FY 2014-15				15/16 Adopted Budget	
	SAC- Adopted Budget	SAC-Actual	SCC- Adopted Budget	SCC-Actual	SAC- Adopted Budget	SAC-Actual	SCC- Adopted Budget	SCC-Actual	SAC	SCC
<b>13XX</b>	14,418,886	16,375,819	3,629,987	6,194,979	12,959,698	16,498,397	3,605,732	6,495,762	16,785,737	5,924,141
<b>24XX</b>	2,147,568	1,925,662	494,066	527,373	2,209,851	2,226,728	523,616	588,599	2,528,899	437,252
<b>55XX</b>	2,028,268	2,088,082	1,623,467	1,595,470	2,034,079	2,104,395	1,623,167	1,426,624	2,605,172	1,551,047
<b>58XX</b>	3,897,443	3,393,376	1,884,938	1,527,656	3,884,202	3,393,321	990,207	1,554,895	4,051,057	2,153,135
	22,492,165	23,782,939	7,632,458	9,845,479	21,087,830	24,222,841	6,742,722	10,065,880	25,970,865	10,065,575

**Page 106 – Enrollment declined 1% in 13/14 and 14/15. How are we going to achieve a 1.23% growth in enrollment for 15/16? I am sure that the marketing inquires of Jose will be partly the answer.**

- In 2013/14, the colleges projected an overall growth target of 2.63% and generated actual growth of 1.79%. In 2014/15, the colleges projected an overall growth target of 1.79% and generated actual growth of 0.76%. In 2015/16, the colleges have projected an overall growth target of 1.23%. No state growth revenue has been budgeted at this time.

**Page 110 – Where do I find the Five Year Multi-Year Projected Changes to the following: Prop. 30?**

- The estimated decreases are listed on the 6<sup>th</sup> line item of the revenue assumptions on page 110.

**PERS?**

- The increased rates are listed on the 5<sup>th</sup> line item of the expenditure assumptions on page 110. Our estimated cost increases can be found on page 136.

**STRS?**

- The increased rates are listed on the 4<sup>th</sup> line item of the expenditure assumptions on page 110. Our estimated cost increases can be found on page 136.

**Health and Welfare Benefits?**

- The increases in the Base Version and Best Case Version, projected at 5% per year, are \$1.15 million in 2016/17, \$1.2 million in 2017/18, \$1.26 million in 2018/19 and \$1.33 million in 2019/20. The increases in the Worst Case version at 7.5% are \$1.73 million in 2016/17, \$1.8 million in 2017/18, \$1.89 million in 2018/19 and \$2 million in 2019/20.

**If they are not in this budget document (I can't find them) then send me the data and have copies available, including graphs, for my colleagues and the constituent groups for Monday's meeting. You can expect questions on this data.**

- We will include graphs in the Adopted Budget presentation this evening.

**Page 110 - Are PERS and STRS accounting entries and not actual District expenses (off budget)? If so, I would like to see the Five Year Projected with "on budget" income and expenses.**

- The PERS and STRS rates shown on page 110 are actual district expenses, paid as a percentage of payroll to PERS and STRS. Again, these projected increases in cost can be found on page 136.

**Page 118 – Are the Budget Centers prepared to provide an "expenditure reduction plan" (as mentioned in the SB 361 BAM on page 118) to offset the expected deficits that are projected to begin next fiscal year as presented in the Base Version of the Five Year Multi-Year Projection on page 110 and 113?**

- In following the model, Budget Centers would need to make corresponding expenditure reductions to offset deficits, unless the use of Budget Stabilization Funds are authorized.

**Page 130 – Where did this Sound Fiscal Management Self-Assessment Checklist come from? Are we required to satisfy #1, 2, 3, 6, 7 and 10 where an "unacceptable" response was given?**

- This checklist was developed by the State Chancellor's Office and the Fiscal Crisis & Management Assistance Team (FCMAT) several years ago to help districts assess their fiscal soundness as an early warning system. It is filled out by fiscal staff and has been included in our tentative and adopted budget documents since 2013/14. Though there is no "requirement" to satisfy all answers, it is a tool the district has to help monitor our fiscal health.

The questions below were asked at the August 17, 2015, board meeting by Ms. Claudia Alvarez and attached to the September 14, 2015, minutes at the request of Mr. Phillip Yarbrough.

This is the item referenced at the August 17, 2015, board meeting:

- 4.17 Approval of Agreement with SaaS Services – SafeTrek – Hold Until Safe  
The administration recommends approval of the agreement with SaaS Services as presented.

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

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

**Date:** August 25, 2015  
**To:** Dr. Raúl Rodríguez  
**From:** Peter J. Hardash  
**Subject:** Responses to Board of Trustees Requests/Questions

*From Trustee Claudia Alvarez*

*Regarding item 4.17 SaaS Svcs. – SafeTrek*

**Are they going to charge the 20,001 person? If so, what are the fees?**

- Robert Roderick, co-owner of SafeTrek states the 20,000 number was a guess on their behalf. SafeTrek will increase the number to 50,000 and will also include language in the contract that states anyone over the 50,000 will not be charged. I have asked him to see if the contract could have no numerical limit? He said he would check with his colleagues.

**Trustee Alvarez asks that the contract be brought back to the Board for review in June 2016 (since there's only a 30-day cancellation period before the automatic 5-year renewal).**

- The contract will be scheduled for the June 2016 Board meeting.

**In Section 3.3 of the contract, it states that they have the right to use data they collect. What are they collecting and how are they going to use it (not sure what "other company offerings" means in the contract language.)**

- According to Mr. Roderick, SafeTrek only utilizes the data to produce 'heat' maps to attempt to predict unsafe areas which they will then share with local law enforcement or in our case District Safety and Security. They do not sell personal information to third parties, but may in the future send discount offers to the subscribers by way of a text message. These discounts would be for local businesses. Subscribers can opt out of these messages if they do commence this service.

**What is the plan to notify students of this app? (Dr. Rodríguez said the district has requested marketing tools from the company.)**

- SafeTrek will use representatives to set up booths on our campuses, and at college events to sign people up to the service. It is also proposed to use the colleges' social media outlets to advertise the service. Other marketing materials will be used to advertise the product throughout campus.

It is intended to reach out to student leaders at each campus to engage with them about launching the service.

**Regarding false alarms: Is there a cost? If so, to whom? Students? Faculty?**

- There will be no charges for any uses of the product during the first 12 months. After that any alarms activated within our campus' geo-fenced area will result in a charge to the District. This is estimated at \$2-\$5 per call.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Career Education and Workforce Development Division**

To: Board of Trustees	Date: September 28, 2015
Re: Approval of CTE Employment Outcomes Survey Agreement with Sonoma County Junior College District	
Action: Request for Approval	

**BACKGROUND**

Santa Ana College is participating in the SB1070 grant led by Coast Community College District. As the fiscal agent, Coast Community College District will provide funding and payment for Santa Ana College to participate in the CTE Employment Outcomes Survey which will be conducted by email, postal mail, and phone. For the 2015-16 survey, the cohort of students will include those who in the 2013-2014 academic year:

1. **Completers:** Have received a vocational/CTE award that is Chancellor's Office approved and enroll in 0-5 units each semester the next year (not enrolled or only minimally enrolled).
2. **Terminal Certificates:** Received a vocational/CTE award of at least 6 units that is not Chancellor's Office approved (such as certificates with less than 12 units) and are not enrolled the following year.
3. **Skills Builders:** Have completed 9 units that are SAM coded A-D, with at least one course SAM coded A-C (within the prior 3 years), have not received a vocational/CTE award of 6 or more units, and are not enrolled the following year.

**ANALYSIS**

The agreement will have no fiscal impact and will provide information on employment outcomes for students who have participated in career technical education programs at Santa Ana College. This agreement has been reviewed by Dean Bart Hoffman and college staff.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement as submitted with the Sonoma County Junior College District in Petaluma, California.

Fiscal Impact:	N/A	Board Date: September 28, 2015
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services Bart Hoffman, Dean of Career Education & Workforce Development	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**AGREEMENT**  
**CTE Employment Outcomes Survey**  
**The Sonoma County Junior College District**  
**And Santa Ana College**

This Agreement, herein referred to as "Agreement," is entered into by the Rancho Santiago Community College District, on behalf of Santa Ana College (herein "the Institution") and the Sonoma County Junior College District (herein "the SCJCD"), doing business as "Santa Rosa Junior College".

The CTE Employment Outcomes Survey will gather information on employment outcomes for students participating in CTE programs at California community colleges, including whether students became employed within their field of study, if their community college coursework positively affected their earning potential and how CTE programs can be improved.

Participating institutions will provide the SCJCD with student contact information that will be used to request their participation in an email, US mail and/or telephone survey, based on a list of student identification numbers provided by the California Community College Chancellor's Office. The SCJCD will provide institutions that participate in this survey with a summary report of its results, its data set, a report on aggregated results for all participating institutions and a consortium wide report of aggregated results.

THEREFORE, the Institution agrees to the following terms of this Agreement:

**1. Data Sharing**

The Institution gives the SCJCD permission to access student data reflective of the study cohort from the California Community College Chancellor's Office management information system (COMIS) to include unique student identifiers listed in COMIS data element SB00 (college ID's and/or SSNs).

**2. Designated Contact Person**

Please provide information on the Institution's designated primary project contact person for survey implementation:

Name: Kimberly Mathews  
Job Title: Director, Special Programs/CTE  
Institution: Santa Ana College  
Phone: 714-564-6224  
Email: mathews\_kimberly@sac.edu

**Alternate Contact Person (optional)**

Name: Bart Hoffman  
Job Title: Dean, Career Education and Workforce Development  
Institution: Santa Ana College  
Phone: 714-564-6800  
Email: hoffman\_bart@sac.edu

The SCJCD's designated contact people for implementation questions about the survey are:  
KC Greaney, Ph.D.

Director of Institutional Research  
SCJCD – Petaluma Campus  
680 Sonoma Mountain Parkway  
Petaluma, CA 94954  
[kgreaney@santarosa.edu](mailto:kgreaney@santarosa.edu)  
(707)778-4188

Lara Abel  
Research Technician  
SCJCD – Petaluma Campus  
680 Sonoma Mountain Parkway  
Petaluma, CA 94954  
[label@santarosa.edu](mailto:label@santarosa.edu)  
(707)778-4191

### 3. Responsibilities

#### The Institution's Responsibilities

- a. The Institution will designate a specific local contact person(s) for the project entered on page 1 of the Agreement. Official correspondence (excluding the secure transmission of data) from the SCJCD will be directed to the designated primary local project contact(s), who can then forward as appropriate. All data that contains student contact information will be directed only to the Primary Contact, via a password-protected link.
- b. The Institution will indicate its wishes to have its data uploaded to CalPASS+ into the CTE Launchboard and into a password-protected on-line tool which will allow the Institution to access and drill down into its own data.
- c. The Institution will indicate its willingness to allow its data to be shared for statewide research purposes in a manner that does not identify the Institution.
- d. The Institution will indicate its willingness to allow its data to be shared for regional research purposes with their consortium.
- e. The Institution will indicate its wishes to have its data published as publically available, not password-protected, interactive visualizations on the CTEOS website.
- f. The Institution will provide the SCJCD with student contact information, to the extent available to Institution, to be used by SCJCD to request their participation in an email, US mail and/or telephone survey, including:
  - full first name
  - full last name
  - address
  - city
  - state
  - ZIP
  - e-mail 1
  - e-mail 2
  - phone 1
  - phone 2
- g. The Institution will provide a small (<50MB) copy of its logo for the email survey. If one is not provided by January 15, 2016, the email survey will be sent without a logo.
- h. If US mail surveys are selected, the Institution will provide a high resolution electronic copy of its logo to be printed onto envelopes. If the logo is not provided by January 15, 2016, envelopes will be printed with the Institution's name and address only.

#### **SCJCD Responsibilities**

- a. The SCJCD will provide the Institution with a list of unique student identification numbers (COMIS data element SB00) reflective of the study cohort (see Appendix B), which Institution will use to provide the contact information specified in Institution's Responsibilities, paragraph c, above.
- b. The SCJCD will contract with a mailing center and a call center to administer the US mail and telephone surveys.
- c. The SCJCD will provide the Institution with an individualized report regarding student responses.
- d. The SCJCD will provide the Institution with the data set for its students' responses.
- e. The SCJCD will provide the Institution with a summary report that analyzes aggregated data from all of the institutions participating in the survey.
- f. The SCJCD will provide CalPASS+ with survey data sets provided the Institution indicates it wishes this to happen.
- g. The SCJCD will create and publish interactive visualizations, provided the Institution indicates it wishes this to happen.

#### **4. Confidentiality**

To ensure confidentiality, all information identifiable to an individual student will only be used for this study and will not be associated with individual responses in reports. The statewide aggregate report will not specify individual college or district results. All information identifiable to individual students will be transferred using secure methods and all student contact information will be destroyed once the reports are complete.

If the Institution agrees to allow their data set to be included in statewide aggregated data, for statewide research purposes, no student or college/district identifying data will be included.

#### **5. Timeline**

This study will span the 2015-2016 academic year and will conclude by September 1, 2016.

- By September 1 2015: The Institution will receive an Agreement from the SCJCD
- By October 15 2015: The Institution will submit a signed Agreement to the SCJCD
- By December 15 2015: The SCJCD will send the unique student identifiers (COMIS data element SB00) for the survey cohort.
- By January 15 2016: The Institution will provide student contact information and, if selecting US mail surveys, a high resolution electronic copy of its logo
- By end of February 2016: Survey will be administered electronically
- By middle of April 2016: Survey will be administered by US mail
- By end of May 2015: Survey will be administered via telephone
- By middle of June 2016: The SCJCD will provide an individualized report and a data set of student responses to the Institution
- By end of July 2016: The SCJCD will provide statewide summary report to all participating institutions



## 6. Options

Does the Institution agree to allow its de-identified data set to be included in statewide aggregated results, in a manner that does not identify the Institution?

Yes  
 No

Does the Institution agree to be included in the aggregate regional data set, shared with the primary contact person of their Consortium?

Yes  
 No

Does the Institution agree to allow the SCJCD to use the Institution's data to create and publish publically available interactive visualizations on the CTEOS website, allowing the Institution to analyze their data and compare it with other participating Institutions?

Yes  
 No

## 7. Term of This Agreement

This Agreement shall be in effect for districts in the academic year 2015-2016 and ending September 1, 2016. Any participant(s) listed as a party to this Agreement may terminate its participation by delivering written notice of its intent to terminate said participation to Doug Roberts, the SCJCD Vice President, Business Services. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

## 8. Indemnification

The Institution shall indemnify, defend and hold harmless SCJCD, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys' fees and costs, arising out of or related to SCJCD's performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of SCJCD, its Board of Trustees, officers, agents, or employees. The Institution shall obtain SCJCD's prior approval of any settlement.

SCJCD shall indemnify, defend and hold harmless Institution, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys' fees and costs, arising out of or related to the Institution's performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of Institution, its Board of Trustees, officers, agents, or employees. SCJCD shall obtain Institution's prior approval of any settlement.

**9. Delivery of Notices**

All notices or communications permitted or required under this Agreement shall be given to the respective parties through the designated representatives set forth below:

SCJCD:

Doug Roberts

Senior Vice President, Business Services  
Sonoma County Junior College District  
Santa Rosa Campus  
1501 Mendocino Avenue  
Santa Rosa, CA 95401

707- 527-4421

droberts@santarosa.edu

The Institution:

Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations and Fiscal Services

Address: Rancho Santiago Community College District  
2323 North Broadway, 4th Floor  
Santa Ana, CA 92706

Phone: 714-480-7340

Email: hardash\_peter@rsccd.edu

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

SCJCD

By:

Print Name: Doug Roberts

Title: Senior Vice President, Business Services

Date:

The Institution:

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

Print Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations and Fiscal Services

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

Institution: Santa Ana College

**Institution: Please return two copies of the signed MOU to:**  
Lara Abel  
Sonoma County Junior College District  
Petaluma Campus  
680 Sonoma Mountain Parkway  
Petaluma, Ca 94954  
(707)778-4191

## APPENDIX A: Addendum to Include CTE Employment Outcomes Survey Data in the LaunchBoard

As a participant in the CTE Employment Outcomes Survey, please consider providing permission for the outcomes of this survey to be incorporated into the CTE Launchboard. Your institution already has a Memorandum of Understanding (data sharing agreement) with Cal-PASS Plus. This form would serve as an addendum to provide approval for CTE-EOS data to be included under your MOU.

Because the Launchboard is part of Cal-PASS Plus, survey data will be limited to employees of your college, regional or sector coordinators of Chancellor's Office CTE-related grants that your college has received, and entities specified in the MOU that you already have in place about data-sharing.

We also ask that this information be made available to WestEd for use in support of the LaunchBoard, and to inform research activities related to CTE pathways, educational transitions, and employment.

Please check all that apply:

- Our institution gives permission to Santa Rosa Junior College to provide data from the **CTE Employment Outcomes Survey**, from each year in which the survey has been administered, directly to Cal-PASS Plus/Educational Results Partnership and WestEd on our behalf for use on the CTE LaunchBoard.
  
- Our institution gives Cal-PASS Plus / Educational Results Partnership and WestEd permission to post **CTE Employment Outcomes Survey** data to the CTE LaunchBoard by college and by program and to include college and program level data in aggregated regional and state totals.
  
- Our institution gives Cal-PASS Plus / Educational Results Partnership and WestEd permission to use survey data in research that supports program improvement. This research will not disclose the identities of either students or colleges. All data requests from Cal-PASS Plus / Educational Results Partnership and WestEd that go beyond using the CTE Employment Outcomes Survey data for the Launchboard will be screened, and approved, by the CTE Outcomes Survey Advisory Board (comprised primarily of California Community College CTE administrators and institutional researchers).

Institution: Santa Ana College

Signature: \_\_\_\_\_

Print Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations and Fiscal Services Date: \_\_\_\_\_

## **APPENDIX B: COHORT DEFINITIONS**

**For the 2015-16 survey, the cohort of students will include those who in the 2013-2014 academic year:**

- 1. Completers:** Have received a vocational/CTE award that is Chancellor's Office approved and enroll in 0-5 units each semester the next year (not enrolled or only minimally enrolled).
- 2. Terminal Certificates:** Received a vocational/CTE award of at least 6 units that is not Chancellor's Office approved (such as certificates with less than 12 units) and are not enrolled the following year.
- 3. Skills Builders:** Have completed 9 units that are SAM coded A-D, with at least one course SAM coded A-C (within the prior 3 years), have not received a vocational/CTE award of 6 or more units, and are not enrolled the following year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College - Human Services and Technology Division**

To: Board of Trustees	Date: September 28, 2015
Re: Approval of New Fire Technology Agreement: City of San Clemente	
Action: Request for Approval	

**BACKGROUND**

The Fire Technology Department is proposing to enter into a partnership with the City of San Clemente Lifeguards through an instructional services agreement. The San Clemente City Lifeguards Department has about 50 members with 40 students planning to enroll in this program to receive 50 hours of instruction per year (50 hours x 40 students = 2,000 hours per year or 3.8 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 \$7,000 per year. The agreement shall be effective until termination by written notice of either party and will be renewed in five years. It has been reviewed by Dean Simon B. Hoffman and college staff.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this new Fire Technology Agreement with the City of San Clemente, in San Clemente California.

Fiscal Impact:	\$7,000/FY 2015-2016	Board Date: September 28, 2015
Prepared by:	Michael T. Collins, Vice President of Administrative Services, SAC Simon B. Hoffman, Dean of Human Services & Technology, SAC	
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 28<sup>th</sup> day of September, 2015, by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706 (“District”) and the City of San Clemente (“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. Shall be in effect for a period of five (5) years from the date entered into as set forth at the beginning of this Agreement. Either party may cancel or terminate this Agreement without cause upon thirty (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 San Clemente

DISTRICT:  
Rancho Santiago Community College District

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

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

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

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

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: September 28, 2015
Re: Approval of OTA Agreement Renewal – Providence Health System	
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 two (2) 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 Providence Health System in Burbank, California.

Fiscal Impact: None	Board Date: September 28, 2015
Prepared by: Michael T. Collins, Ed.D, Vice President of Administrative Services Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement ("Agreement") is entered into this 1<sup>st</sup> day of October, 2015 (the "Effective Date"), between Providence Health System – Southern California, Providence Medical Institute, Providence TrinityCare Hospice, Providence Saint John's Health Center, John Wayne Cancer Institute and Facey Medical Foundation including those facilities listed on Exhibit A (each individually referred to as a "Facility" and collectively referred to as Facilities") and Rancho Santiago Community College District, hereinafter referred to as "district," on behalf of Santa Ana College ("School").

Facilities own and operate licensed facilities in California that offer a full range of hospital and other healthcare services. Facility is willing to provide clinical education experience to students of School in the programs listed on Exhibit B in accordance with the terms of this Agreement. School desires to use the Facility as an opportunity for its students to obtain clinical learning experience as required by their curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

### **1. Responsibilities of the Facility**

**1.1. Clinical Instruction.** Facility shall provide suitable clinical experience for students as prescribed by the School's curriculum and in accordance with any written objectives provided by School to Facility. Services will be provided in compliance with the directions of the Facility, Facility manuals, policies and procedures, the standards and recommendations of The Joint Commission, the applicable standards of relevant professional societies, and applicable local, state, and federal regulations. No clinical education shall be offered by Facility with respect to procedures that are contrary to the Providence Health & Services Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as The Ethical and Religious Directives for Catholic Health Care Services. Students will be assigned to Facility upon the mutual agreement of Facility and School. Facility will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Facility retains full responsibility for the care of its patients. Students will receive no monetary compensation under the terms of this Agreement, and are not deemed an employee under Worker's Compensation statutes. The term "clinical student" applies to any and all clinical students, including MSN students who may be accompanying a faculty who is serving as their preceptor.

**1.2. Facility Personnel.** Facility will designate appropriate personnel to coordinate the student's clinical learning experience. This will involve planning between responsible School faculty and designated Facility personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses, and programs conducted under the instruction of the Facility. Facility will designate and submit in writing to the School the name and professional and academic credentials of a person to be responsible for the clinical education program. That person will be known as the Liaison.

**1.3. Inspection.** Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the School.



**1.4. Exclusion of Students.** Facility reserves the right to terminate the continuation of any student who is not complying with applicable Facility policies, procedures, or directions from Facility personnel or physicians involved in the clinical education program or who is deemed by Facility not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Facility, or whose conduct interferes with the proper operation of Facility.

**1.5. Emergency Care.** Facility shall provide necessary emergency care or first aid required by an accident occurring at Facility for students participating under the terms of this Agreement, and, except as herein provided, Facility shall have no obligation to furnish medical or surgical care to any student. The student bears responsibility for the cost of such care as well as any follow-up care.

**1.6. Regulations.** Facility will provide the student with access to the written regulations that will govern the student's activities while at Facility. Facility shall also provide the student with policies relating to the Deficit Reduction Act, including Facility's Fraud and Abuse Prevention and Detection Policies.

**1.7. Records and Documents:** Facility will maintain records and documents as specified by each program and provide an evaluation to the School. Facility will provide an evaluation of student as requested.

## **2. Responsibilities of the School**

**2.1. Publications.** The School will prohibit the publication by the students of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and the School.

**2.2. Clinical Experiences.** It shall be the responsibility of the academic coordinator of clinical education of the School, after consultation with Facility, to help plan the clinical educational program for student's clinical experiences.

**2.3. Program Description.** School will provide Facility with an annual announcement or description of the program and or any changes to curriculum and objectives to be achieved at Facility. The school will maintain a copy of the curriculum.

**2.4. Student Compliance.** School will assure that students abide by the policies of Facility while using its facilities, including policies related to confidentiality of patient information, and acceptable use of information standards. School shall immediately report any errors in accordance with Facility procedures. School will assure that students do not copy or remove confidential information from Facility premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Facility. School will assure that students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Facility.

**2.5. Student Qualifications.** School will assign to Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom student will be working. If student is assigned to a Facility located in the City of Los Angeles, the student must have a required four (4) hour LA Fire Card (e.g. Providence Tarzana Medical Center and Providence Holy Cross Medical Center). Facility is

to complete the pre placement *Student Information Checklist and Clinical Student On-Boarding Process Checklist* and provide these checklists to the Facility's Liaison.

**2.6. Student Health.** School will assure that students have up-to-date immunizations for Hepatitis B, Diphtheria, Pertussis, Tetanus, Varicella, and Influenza (October 1<sup>st</sup> through March 31<sup>st</sup>), and will demonstrate either a negative skin test or chest x-ray for Tuberculosis before beginning the clinical education program. School will have on file, records of positive titer or of immunization administered after 1967 for Rubella and Rubeola for each student born after 1956. Note that if no immunization, the student must have a declination citing medical or personal reasons on file. If no influenza immunization, student must follow the Facility's policies.

**2.7. Scheduling.** The days and hours of clinical experience are to be planned by the faculty of School in consultation with the Liaison.

**2.8. Pre-Placement Checks.**

(a) School agrees to request a criminal background check pursuant to applicable Facility policy (Prov-HR-421) and "Child and Adult Abuse Laws." School agrees to provide Facility with a copy of the criminal background check results if requested. School acknowledges that placement of each student at Facility is contingent upon provision of the cleared criminal background check results within the timeframes required under Facility's policy. School agrees to complete the acknowledgement checklist confirming the student has had the pre-placement criminal background check completed and will refer any violation on the criminal background check to the Facility for determination of student acceptability.

(b) School shall perform an excluded provider search on the Office of Inspector General List of Excluded Individuals/Entities (<http://exclusions.oig.hhs.gov/search.aspx>) and the System for Award Management (SAM) site (<http://www.sam.gov>) for any students providing treatment, care, or services at Facility. Evidence that each student is not on the above mentioned excluded provider list is a condition precedent to clinical education program placement.

**3. Insurance.**

School shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in the clinical education program, and shall name Facility as an additional insured with respect to any risks that are the responsibility of School or its students under the terms of this Agreement. School shall require Students to maintain health insurance. School shall provide Facility with a certificate of insurance evidencing the coverage required by this Agreement.

**4. Indemnity.**

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

**5. Term and Termination.**

**5.1. Term.** This Agreement will be in effect for two (2) years, beginning **October 01, 2015** and ending **September 30, 2017**. This Agreement may be renewed for additional two (2) year terms upon the written agreement of both Facility and School.

**Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other party. If Facility terminates this Agreement by giving such notice to School, students currently participating in the Clinical Education Program at Facility will be allowed to complete the program.

**6. Nondiscrimination.**

Facility and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, gender identity, sexual orientation, race, color, religious belief, national origin, or physical handicap.

**7. Non-assignability.**

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

**8. Notices.**

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below and on the attached Exhibit A:

To Facility: Providence Health System – Southern California  
Valley Regional Office  
501 South Buena Vista Street  
Burbank, CA 91505  
Attention: Susan Kilgore, Contract Administrator

To School: Rancho Santiago Community College District  
Santa Ana College  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706  
Attention: Debbie Hyman, Fieldwork Coordinator

**SIGNATURES APPEAR ON NEXT PAGE**

FACILITY:  
PROVIDENCE HEALTH SYSTEM –  
SOUTHERN CALIFORNIA

SCHOOL:  
RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT – SANTA ANA  
COLLEGE

By: \_\_\_\_\_  
Name: Kathleen Harren, RN, MHA MSN  
Title: Regional Director, Nursing Institute

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

By: \_\_\_\_\_  
Name: Katherine Bullard, DNP, RN, RCNO  
Title: Regional Chief Nursing Officer

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

**EXHIBIT A**  
**PROVIDENCE FACILITIES**  
**(Page 1 of 2)**

<p><b>Providence Little Company of Mary Medical Center Torrance</b>  4101 Torrance Boulevard  Torrance, CA 90503  (310) 540-7676</p>	<p><b>Providence Little Company of Mary Home Health</b>  the Douglas and J. Glass Family Center  5315 Torrance Boulevard, Suite B-169  Torrance, CA 90503  (310) 543-3450</p>
<p><b>Providence Little Company of Mary Medical Center San Pedro</b>  1300 W. Seventh Street  San Pedro, CA 90732  (310) 832-3311</p>	<p><b>The Roy and Patricia Disney Family Cancer Center</b>  181 S. Buena Vista Street  Burbank, CA 91505-4809  1-888-HEALING (432-5464)</p>
<p><b>Providence Holy Cross Medical Center</b>  15031 Rinaldi Street  Mission Hills, CA 91345-1207  (818) 365-8051</p>	<p><b>Providence St. Elizabeth Care Center</b>  10425 Magnolia Blvd.  North Hollywood, CA 91601  (818) 980-3872</p>
<p><b>Providence Saint Joseph Medical Center</b>  501 S. Buena Vista Street  Burbank, CA 91505-4809  (818) 843-5111</p>	<p><b>Occupational Health Center (OHC)</b>  3413 Pacific Avenue  Burbank, CA 91505  (818) 953-4408</p>
<p><b>Providence Tarzana Medical Center</b>  18321 Clark St.  Tarzana, CA 91356  (818) 881-0800</p>	<p><b>Valley Radiation Oncology Center (VROC)</b>  5529 Reseda Blvd.  Tarzana, CA 91356  (818) 774-2860</p>
<p><b>Providence TrinityCare Hospice</b>  5315 Torrance Blvd., Suite B-1  Torrance, CA 90505  (310) 543-3400</p>	<p><b>The Wellness Community at Providence</b>  214 S. Frederic Street, Apt. A  Burbank, CA 91505  (800) 313-9737 or (818) 848-2099</p>
<p><b>Providence Little Company of Mary Sub-Acute Care Center</b>  1322 West Sixth Street  San Pedro, California 90732  (310) 791-4518</p>	<p><b>Providence Center for Community Health Improvement</b>  6801 Coldwater Canyon Ave.  North Hollywood, CA 91605  (888) 432-5464</p>
<p><b>Providence Little Company of Mary Transitional Care Center</b>  4320 Maricopa Street  Torrance, CA 90503  (310) 303-5900</p>	<p><b>Providence Home Care</b>  3413 W. Pacific Ave  Burbank, CA 91505  (818) 953-4451</p>

**EXHIBIT A**  
**PROVIDENCE FACILITIES**  
**(Page 2 of 2)**

<p><b>Providence Little Company of Mary Transitional Care Center</b>  4320 Maricopa Street  Torrance, CA 90503  (310) 303-5900</p>	<p><b>Providence Home Care</b>  3413 W. Pacific Ave  Burbank, CA 91505  (818) 953-4451</p>
<p><b>Providence Holy Cross Medical Center Sub Acute Unit</b>  11600-A Indian Hills Rd.  Mission Hills, CA 91345  (818) 496-4630</p>	<p><b>Providence Medical Institute (including all its clinics)</b>  5315 Torrance Blvd.  Torrance, CA 90503  (310) 543-7020</p>
<p><b>Providence Saint John's Health Center</b>  2121 Santa Monica Blvd.  Santa Monica, CA 90404  (310) 829-5511</p>	<p><b>John Wayne Cancer Institute</b>  2200 Santa Monica Blvd.  Santa Monica, CA 90404  (310) 315-6111</p>
<p><b>Facey Medical Foundation (including all its clinics)</b>  15451 San Fernando Mission Blvd., Suite 200  Mission Hills, CA 91345  (818) 837-9197</p>	

**EXHIBIT B  
CLINICAL EDUCATION DISCIPLINES**

- **Occupational Therapy Assistant Program**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College**

To: Board of Trustees	Date: September 28, 2015
Re: Approval of SAC Follow-Up Report on Accreditation	
Action: Information	

**BACKGROUND**

Santa Ana College has prepared a Follow-Up Report as requested by the Western Association of Schools and Colleges (WASC) Accrediting Commission for Community and Junior Colleges (ACCJC). The Follow-Up Report is a response to the Commission Letter of February 6, 2015, which stated: **Reaffirm Accreditation** with a **Follow-Up Report** due by **October 15, 2015**. Faculty and staff at SAC, in coordination with the District, have responded to the Commission’s request for written progress on College Recommendations 1, 2, and 3. The Follow-Up Report will be submitted to the ACCJC in mid-October.

**ANALYSIS**

The Follow-Up Report was presented to the Board of Trustees for a first reading on September 14, 2015. As a result of the first reading, no comments or corrections of facts were received. The second reading and request for approval of SAC Follow-Up Report on Accreditation is now presented.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the SAC Follow-Up Report on Accreditation and submit the report to the Accrediting Commission for Community and Junior Colleges (ACCJC) before October 15, 2015.

Fiscal Impact: None	Board Date: September 28, 2015
Prepared by: Bonita N. Jaros, Ph.D., Accreditation Liaison Officer	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	





# 100

1915-2015

## SANTA ANA COLLEGE

Follow-Up Report  
October 15, 2015





**CELEBRATED PAST. BOUNDLESS FUTURE.**

## **Follow-Up Report**

**Submitted By:**

**Santa Ana College  
1530 West 17th Street  
Santa Ana, CA 92706**

**Submitted to:**

**Accrediting Commission for Community and Junior Colleges  
Western Association of Schools and Colleges**

## ACKNOWLEDGMENTS

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Content Preparation/ Document Preparation/ Editing:

Bonita Nahoum Jaros., Ph.D. and Shelly Jaffray

Typography: David Styffe

Cover Design: Miranda Medrano

Electronic Document Access: Omar Torres and Bonita Nahoum Jaros. Ph.D.

Printing: RSCCD Publications Department

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

Lawrence R. "Larry" Labrado, President

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John Didion, Executive Vice Chancellor Human Resources/Educational Services

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Nga Pham, Director of Research, RSCCD

Debra Gerard, Executive Assistant to the Chancellor

### **SANTA ANA COLLEGE**

Erlinda J. Martinez, Ed.D., President, Santa Ana College

Omar Torres, Vice President, Academic Affairs (until June 2015)

Sara Lundquist, Ph.D., Vice President, Student Services

Michael T. Collins, Ed.D., Vice President, Fiscal/Administrative Services

James Kennedy, Vice President, School of Continuing Education


Bonita Nahoum Jaros, Ph.D., Accreditation Liaison Officer

Kennethia Vega, Assistant to the President

# To: Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges

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From:

\_\_\_\_\_  
Erlinda J. Martinez, Ed.D.,  October 1, 2015  
President, Santa Ana College Date


Santa Ana College  
1530 West 17th Street  
Santa Ana, CA 92706

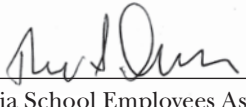
I certify there was broad participation by the campus community and believe this Report accurately reflects the nature and substance of this institution.

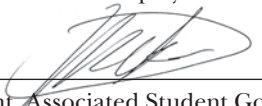
Signatures:

\_\_\_\_\_  
Lawrence "Larry" Labrado  October 1, 2015  
President Board of Trustees Date

\_\_\_\_\_  
Raúl Rodríguez, Ph.D.  October 1, 2015  
Chancellor, Rancho Santiago Community College District Date

\_\_\_\_\_  
Elliott Jones, D.M.A.  October 1, 2015  
President, Academic Senate Date

\_\_\_\_\_  
Thomas S. Andrews  October 1, 2015  
President, California School Employees Association, Chapter 579 Date

\_\_\_\_\_  
Oscar Cortes  October 1, 2015  
President, Associated Student Government Date

\_\_\_\_\_  
Bonita Nahoum Jaros, Ph.D.  October 1, 2015  
Accreditation Liaison Officer/Accreditation Chair Date

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## STATEMENT OF REPORT PREPARATION

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After the ACCJC Team Visit of October 9-12, 2014, Santa Ana College received an *External Evaluation Report* dated November 19, 2014, inclusive of commendations and recommendations for the college. Succeeding that report, Santa Ana College was issued the official Commission disposition in a letter dated February 6, 2015: **Reaffirm Accreditation** with a **Follow-Up Report** due by **October 15, 2015**.<sup>1</sup> Three recommendations were issued for the College to resolve deficiencies and to improve Institutional Effectiveness. The *Midterm Report*, due October 2017, is to address all three recommendations of the 2014 ACCJC *External Evaluation Report*, as well as the internal Actionable Improvement Plans contained in the College's 2014 *Self Evaluation Report of Educational Quality and Institutional Effectiveness*.

### A. The Accreditation Oversight Committee<sup>2</sup>

**Ongoing Purpose:** The Accreditation Oversight Committee (AOC) is a recommending body to College Council. The purpose of the AOC is to ascertain that the accreditation exigencies of ACCJC, the USDE, and other agencies and/or statewide or federal initiatives are met and that the College is in compliance at all times with Accreditation Standards and all accreditation and USDE policies. The AOC serves as the committee that will establish processes and timelines for creating accreditation reports as needed. Members serve as liaisons to respective constituency groups. Workgroups will be established with support of the AOC for Self Evaluation Reports and other reports as needed. College Council approves all reports prior to submittal to the Board of Trustees and official agencies.

**Membership:** The Accreditation Oversight Committee is comprised of the IE&A Coordinator/ALO, the Vice President of Academic Affairs, the Academic Senate President or designee, a Classified Staff representative appointed by CSEA, and one Academic Dean. The Accreditation Oversight Committee agrees to recommendations for College Council by consensus.

**Follow-Up Report:** The AOC kept timelines, monitored collection of evidentiary documents, and ascertained that all stakeholders were well informed of processes and outcomes.<sup>3</sup> Members of the AOC attended constituency group meetings and participatory governance committee meetings, including College Council, which had an ongoing *Accreditation Report* on the agenda.<sup>4</sup>

#### *Membership of the Oversight Committee:*

Bonita Nahoum Jaros, Ph.D., Chair, Institutional Effectiveness & Assessment  
Coordinator/ Accreditation Liaison Officer  
Omar Torres, Co-Chair, Vice President, Academic Affairs (until June 2015)  
Shelly Jaffray, Dean, Humanities and Social Sciences  
Jimmy Nguyen, CSEA Representative  
John Zarske, Academic Senate President, SAC

## STATEMENT OF REPORT PREPARATION

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The **writing team** consisted of Bonita Nahoum Jaros, Ph.D. and Shelly Jaffray.

A **timeline** was established for the processes:

- Draft May 26, 2015: CSEA receives Report May 26, 2015 and submits input June 15, 2015; Academic Senate receives Report for May 26, 2015 meeting for input
- Report is completed July 2015
- Academic Senate receives final version of Report for August 19, 2015 Retreat
- CSEA receives final version of Report—August 20, 2015
- College Council Approval—August 26, 2015
- President Martinez’s Approval—August 2015
- Board of Trustees Approval—September 14, 2015 (first reading); September 28, 2015 (approval)
- Follow-Up Report received by ACCJC—October 15, 2015 (mailed October 10, 2015; electronic version sent October 10, 2015)

As the responses to the recommendations were written and charts were created, AOC members were in regular communication with constituency groups and participatory governance committees.<sup>5, 6, 7</sup>

In addition to her regular email communiqués, the SAC President sent out a special edition of *Notes from the President* related to Accreditation.<sup>8</sup> The Accreditation Oversight Committee met for final review on August 17, 2015.<sup>9</sup> The final draft version of the *Follow-Up Report* was posted on [www.sac.edu](http://www.sac.edu) for the college community to review, and feedback was received by August 24, 2015. It was approved by the Academic Senate on August 19, 2015, the Classified Staff on August 20, 2015, and by President’s Cabinet and College Council on August 26, 2015.<sup>10</sup>

The *Follow-Up Report* was submitted to docket for Board of Trustees first reading on September 14, 2015. The Board of Trustees gave final approval of the *Follow-Up Report* of Santa Ana College on September 28, 2015.<sup>11</sup>

Respectfully Submitted,

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Erlinda J. Martinez, Ed. D., President, Santa Ana College

# **RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS**

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## **RESPONSE TO ACCJC COLLEGE RECOMMENDATION 1**

**In order to meet the Standards, the team recommends that the College institutionalize a process with identified responsibility that ensures the integration, assessment, analysis and use of assessment results, and documented dialogue of learning outcomes. Learning outcomes include course learning outcomes, program learning outcomes, student services outcomes, administrative unit outcomes, and institutional learning outcomes. (Standards I.B.1, I.B.2, I.B.3, I.B.5, I.B.6, I.B.7, II.A.1.c, II.A.2.a, II.A.2.e, II.A.2.f, II.A.6, II.A.6.c, II.B.4, II.C.2, III.C.2, III.D.4, IV.A.5, IV.B.2.b, IV.B.3.g)**

Ongoing, collegial, self-reflective dialogue about the continuous improvement of student learning and institutional processes has been intensified through better integration of assessment results college-wide. This has included more cross-integration of the dialogue that occurs at each unit of the college: Academic Affairs, Student Services and Administrative Services. There is information flow at the council/committee and constituency group level.<sup>12, 13</sup> College Council has been the unifying element within the participatory governance structure, which is reviewed every year.<sup>14, 15</sup>

The College has made progress toward improving the dialogue, and therefore using assessment results of learning outcomes to inform all department/unit goals and resource allocation. Programs in Academic Affairs and the School of Continuing Education; Student Services; and Administrative Services have been conducting program review and utilizing results for resource allocation requests.<sup>16, 17</sup> However, the integration among these units needed to be strengthened, and it has been addressed in the following ways. In Academic Affairs, department chairs assume responsibility for dialogue among faculty for course and program-level review. Now the division curriculum committees dialogue about student success regularly, not only when an annual or quadrennial program review report is due. They are also responsible for creating the ILO assessment chart, which documents analysis of the ILO of the year (i.e., 2014-2015—Communication Skills).<sup>18, 19, 20</sup> For broader faculty discussion, there is a standing agenda item related to program review at the Academic Senate (i.e., Teaching Learning Committee—TLC Report).<sup>21</sup>

The process of assessment includes course-level SLO analysis done semesterly, program-level analysis done annually, goals updating done annually, and the quadrennial capstone program review cycle.<sup>22, 23, 24, 25</sup> The Teaching Learning Committee (TLC) maintains ongoing responsibility for analysis of quadrennial program review reports as well as ILO reports for each division.<sup>26, 27</sup> Interdisciplinary dialogue includes curriculum changes, pedagogy, faculty development and training (e.g., TracDat); pathways scheduling; and equity and student success.<sup>28, 29, 30</sup> The Research Analyst and the Equity Coordinator have been added to the TLC as regular members to ensure that data analysis is included in discussions related to student success.<sup>31</sup>



## RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

Resource allocation requests are made as a result of annual program review. The departments follow an annual calendar of goals/program review updating, which leads to their respective resource allocation requests (RAR). The deans of the divisions prioritize the requests with the department chairs and submit them to the appropriate vice president.<sup>17, 32</sup>

Strategic planning and program effectiveness review occur in tandem in the Student Services Division as part of a continuous cycle of development, implementation, assessment, refinement, and refined implementation linked to the major college processes of budget allocation, strategic planning, and equity-centered impact assessment. The Student Services team undertakes this work as a group, with dialogues throughout the year as critical milestones are engaged (depicted in the chart below). New for the coming 2015-2016 year is a decision to update Planning Portfolios and Program Effectiveness Reviews annually to yield the maximum benefit for program development, innovations, and course corrections as needed.<sup>33</sup>

	July 2014	Aug 2014	Sept 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	April 2015	May 2015	June 2015
<b>Overall</b>		Final Portfolios due from 2013-2014	Launch current year portfolio work, using previous year as a point of departure. Special attention is given to SLO's, their assessment and the application of findings to program-specific planning.					Portfolio drafts submitted to VP				
<b>Budget</b>	Preliminary budget released		Portfolio work on 2014/2015 (including goals related to 2015-2016 budget requests) begins.			Final 2015-2016 budget requests submitted in alignment with SAC's budget process.		Cabinet & SS team & SAC Planning & Budget Committee work on priorities.			Constitutional deadline for State budget.	
<b>Program Effectiveness</b>	Final Program Effectiveness Review Materials are submitted as part of department planning portfolios and as a group for student services overall.		Launch Program Effectiveness cycle and prepare for activities in the coming academic year.			Program review continues as part of the overall department portfolio.		Program Review continues.				

## RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

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In Administrative Services, there is annual program review for each unit. For the 2014 update of goals, AUOs were specified to be more in alignment with the college paradigm of learning outcomes.<sup>34</sup> In addition, for 2015-16 two columns were added to the annual Resource Allocation Request (RAR) template to include relationship to the college mission as well as the SLOs/AUOs.<sup>35</sup> An Institutional Effectiveness Survey including elements salient to Administrative Services was also disseminated to students, faculty, and staff and placed on the Administrative Services website.<sup>36</sup> Results of the survey will be used for continuous quality improvement.

All learning outcomes are integrated through College Council. Institutional Standards are presented and approved; convocation updates are discussed; and Equity data is discussed.<sup>37, 38</sup> Information from these discussions informs the update of the Strategic Plan.<sup>39</sup>

After the self-evaluation process for the *Self Evaluation Report of Educational Quality and Institutional Effectiveness* was completed, the College community commenced work on the Actionable Improvement Plans immediately.<sup>40</sup> Since the October 6-9, 2014 External Evaluation Site Visit, the status of the Actionable Improvement Plans related to Recommendations 1, 2, and 3 has been updated. (Please see the **Appendix A.**)

### Summary

The October 2015 External Evaluation Site Visit confirmed the College's need to better integrate and document the outcomes of processes that have been in place for ten years. Formal and informal dialogue has been ongoing from the department, program, and unit levels to the division level for academic programs to the Vice Presidents, College Council, and President's Cabinet. For credit and non-credit academic departments, formal processes are recorded in minutes, SLO course and program assessments, and annual department planning documents. The number of departments that have posted minutes has increased, and since the External Evaluation Site Visit took place October 6-9, 2014, PLO analysis has increased to 100%.<sup>41, 42, 43</sup> A new protocol has also been established for ILO analysis.<sup>44, 45</sup> The ILO for 2015-2016, Communication Skills, was discussed at the division level in order to aggregate the reports created by the departments. The Teaching Learning Committee (TLC) then conducted interdisciplinary dialogue on May 4, 2015 and created a report that was sent to the Academic Senate and College Council for consideration related to the Strategic Plan.<sup>31, 39, 45, 46, 47</sup> As a result of program review analysis in all the units, the RAR process, and data analysis within the Annual Report, IEPI Report, Institutional-Set Standards, and Equity data, College Council reviewed and updated the Strategic Plan.<sup>39</sup>

## RESPONSE TO ACCJC COLLEGE RECOMMENDATION 2

**In order to meet the Standards, the team recommends that the College establish, implement, and document a regular cycle of evaluation to include effectiveness of planning processes, training, decision-making, communication, resource allocation, and governance practices. (Standards I.B.3, I.B.6, I.B.7, II.A.6.c, III.C.2, III.D.4, IV.A.5, IV.B.3.g)**

The College has established a regular cycle of evaluation for planning, training, decision-making, communication, resource allocation, and governance practices.<sup>48</sup> The Educational Master Plan 2007-2015 (EMP), which includes demographics, governance information, the Facilities Plan, the Budget Plan, the Technology Plan and the Strategic Plan, was updated in sections each year with the understanding the entire plan would be reviewed and rewritten in 2015.<sup>49</sup> The Institutional Effectiveness and Assessment Committee, the governance group formerly responsible for EMP updates, was eliminated from the participatory governance structure in 2014.<sup>50</sup> As a result, the EMP will be revised fall 2015 by a workgroup designated by College Council.<sup>51</sup> The workgroup will be co-chaired by the IE&A Coordinator and the Vice President of Academic Affairs. It will have representatives from the governance groups and all constituencies to ensure communication.

The EMP will add a Planning Design Manual that parallels the RSCCD Planning Design Manual. The RSCCD Planning Design Manual outlines not only processes for planning, resource allocation, and governance, but it also addresses processes for assessment.<sup>52</sup> The SAC EMP will contain the District Mission and Goals and an updated data section with not only demographic scans but achievement and success data (e.g., the Institution-Set Standards, the IEPI data, Equity data, and longitudinal achievement data). The Strategic Plan, Facilities Plan, the Budget Plan and the Technology Plan have also been updated since the creation of the 2007-2015 EMP, but they have not been incorporated into one document. The 2016-2022 EMP will incorporate them all into one document for ease of reference and communication to the college community and the public.<sup>39, 53, 54, 55</sup>

A Planning Resource Allocation Calendar has been created to outline activities related to program review, strategic plan revision, accreditation, and resource allocation at the district and college levels annually.<sup>56</sup> Effectiveness of the college activities are the purview of College Council, while the effectiveness of the district processes are the purview of the RSCCD Planning and Organizational Effectiveness Committee.<sup>57, 58</sup>

The SB361 Model has been in place for three years. Currently, the RSCCD Fiscal Resources Committee is reviewing the effectiveness of the model.<sup>59</sup> At Santa Ana College, the Budget and Planning Committee review the effectiveness of the model within the annual survey.<sup>60</sup> The deans have also been in discussion regarding the College's Resource Allocation Model (RAR) and the effect it has on their respective divisions.<sup>61</sup> For example, it was recommended a category be established for "forced costs."

Training is subsumed under the new professional development paradigm, which includes ongoing staff and faculty development.<sup>62</sup> An Assistant Dean of Student Services and a Faculty Development Coordinator oversee the website as well as processes to ensure

## RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

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communication and follow-through.<sup>63</sup> A new process has also been created for conference attendance. After attending a conference, the attendee must submit the Conference Request Form Summary to disseminate the information to the college community.<sup>64</sup> If further information is requested, the attendee dialogues with individuals or presents a workshop. This relatively new process will be evaluated annually by College Council and the Academic Senate.

The effectiveness of governance practices are conducted in a twofold manner: 1. Each of the committees develops annual goals and creates an end-of-year report stating the status of the goals.<sup>65</sup> In so doing, the committee also makes recommendations regarding changes needed for the following year.<sup>66, 67</sup> The Academic Senate also participates in this process.<sup>68</sup> 2. There is an annual governance retreat held by College Council to assess the effectiveness of governance processes. This may include the addition or deletion of a committee or workgroup (e.g., EMP workgroup will be established for 2015-2016 to report to College Council; the IE&A Committee was deleted in 2014), or it may entail a realignment of a committee (e.g., SACTAC, the Technology Advisory Committee, now reports to Planning and Budget). These changes were made to better align decisions within the participatory governance committee structure. One outcome is also that College Council, which has representation from each governance group and each constituency including students, has assumed a more integrated role. The Participatory Governance Structure Handbook revisions reflect updates.<sup>15</sup> At the May 27, 2014 Governance Retreat, it was determined that the participatory governance structure would remain stable. Also, the representation for the Student Success and Equity Committee was amplified to reflect the addition of a Research component and the Equity Coordinator.<sup>14</sup>

The effectiveness of this communication is assessed through surveys.<sup>36</sup> As a result, communication at both the College and the District has improved continuously. At the college level, *Notes from the President* is an email newsletter distributed to the Santa Ana College administration, faculty and staff. The newsletter features news and notes on events and topics affecting the campus community. Suggestions or comments can be sent via email directly to the President.<sup>69</sup> On the President's web page, there is also an area where any member of the college community or the public may send "Comments."<sup>70</sup> In addition, all governance committees, the Academic Senate, departments and other campus constituencies have an ongoing presence on the College website, which keeps the college community and the public apprised of action items at meetings as well as important events.<sup>71</sup>

At the District level, RSCCD has a Public Information Officer, who maintains a website for the public and sends frequent updates and e-blasts.<sup>72, 73</sup> The RSCCD Chancellor sends the colleges and District the *Chancellor's Updates* regularly.<sup>74</sup> The Chancellor now holds forums on a regular basis in order to give the staff at the colleges the opportunity to dialogue about any college/district issues.<sup>75</sup> In addition, on May 14, 2014, there was a "Showcase: Resource Fair" at the College to amplify communication between the District and the College. Classified staff requested this type of professional development activity so the college community would be better apprised of district services.<sup>76</sup>

## RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

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The College has reinforced processes for meta-evaluation and will continue to cyclically assess effectiveness of planning processes, training, decision-making, communication, resource allocation, and governance practices to systematically improve institutional effectiveness.

### RESPONSE TO ACCJC COLLEGE RECOMMENDATION 3

**In order to meet the Standards, the team recommends that the College make public all student learning outcomes for programs, certificates, and degrees, and ensure and document the regular cycle of assessment of all courses and programs in support of continuous quality improvement. (Standards II.A.1.c, II.A.2.a, II.A.2.e, II.A.2.f, II.A.6)**

The program review repository [www.sac.edu/program\\_review](http://www.sac.edu/program_review) contains all course-level, program-level, and institutional-level documents (i.e., SLOs, PLOs and ILOs) by area, division, and department. The program review repository may be accessed on the Santa Ana College website under “Academics” and “Accreditation,” or directly through [www.sac.edu/program\\_review](http://www.sac.edu/program_review). In addition, every department at the College has a web page that contains a department mission and all pertinent information related to programs and degrees. A link to the existing program review repository has been added to the existing division web pages, which have links to all the departments within the division.<sup>77</sup> The College Catalog also contains the PLOs for all degrees and certificates.<sup>78</sup>

The Teaching Learning Committee (TLC), a committee with reportage to the Academic Senate through the Curriculum and Instruction Council, provides a forum for discussion of interdisciplinary issues such as student learning outcomes, assessment practices, rubric development, and teaching strategies. It serves as the oversight committee for assessment within the program review process. Analysis of quadrennial reports is documented in the minutes and may be accessed on the TLC web page.<sup>79</sup> The TLC also provides a page of Resources for Faculty related to program review.<sup>80</sup> The quadrennial program review cycle is housed there as well.

The cycle of course-level, program-level and institutional-level outcomes is posted in an introductory paragraph on the Program Review Repository for Academic Affairs. Student Services and Administrative Services have also posted processes for program review on their respective sections of the repository so all constituencies may be apprised of them.

#### **Academic Affairs**

Every semester all departments must assess student learning in each of the courses offered. The departments develop SLOs and assessment instruments. After assessing whether students learned a concept, acquired a specific skill, or changed an attitude, the department determines if changes need to be made to increase success rates (e.g., pedagogical changes, assessment instruments, method of delivery). At the end of the academic year, the departments assess their programs in a similar fashion. The assessment is ongoing, cyclical, and meaningful to both the instructor and the student.

Institutional Learning Outcomes are assessed annually at the division level by the division curriculum committees. The Academic Senate, through the Teaching Learning Committee, has developed a cycle of quadrennial assessment of the seven ILOs. Through this process, the College is able to ensure that the students are receiving a well-rounded education. The College can therefore certify to the public and the workforce community that degrees and certificates are rigorous and appropriate.

Departments assess the status of their goals annually on the Annual Program Review Report. Quadrennial Program Review Reports include a summary of analysis of the four-year cycle and include analysis of trend data.<sup>81, 82</sup>

Goals analysis is also juxtaposed with resource allocation requests. From February to May, the Planning and Budget Committee incorporates the “Area Plans” of Academic Affairs, Student Services, Administrative Services, and the School of Continuing Education to prioritize allocation requests college-wide. All Area Plans are available to the college community and the public on the Planning and Budget Committee website (<http://www.sac.edu/AdminServices/budget/Pages/default.aspx>).

### **Student Services**

The Student Services Division works as a team within the College’s overall budget planning framework to identify, prioritize, and realize revenue gains associated with increasing funds available to support student success. As a result of program review and assessment of goals, resource allocation requests are made.<sup>56</sup> Final program effectiveness review materials are submitted in July and August as part of the department planning portfolios for student success overall. The program effectiveness cycle commences again in September as the division prepares for activities in the coming year. From December to June, program review assessment is ongoing, and the recursive cycle continues. The program review cycle is aligned to the college-wide budget cycle, as the preliminary budget is released in July. Goals analysis from September to December yields rationale for the division’s final budget request priorities in January.

### **Administrative Services**

The Administrative Services Area Plan is completed every fall and may be accessed on the administrative services website (<http://www.sac.edu/adminservices/Pages/default.aspx>) or through the Program Review Repository ([http://www.sac.edu/program\\_Review/Pages/default.aspx](http://www.sac.edu/program_Review/Pages/default.aspx)). The plan, a direct result of program review, includes goals; measurable objectives and metrics; and projected personnel and budgetary needs necessary to meet the departments’ intended AUOs.

This vital planning component allows the Administrative Services team to assess progress, identify necessary adjustments for improvement, and strategically plan the resources needed to ensure that Administrative Services is supporting the mission of Santa Ana College. With limited resources, Administrative Services strives to be organized, effective, and efficient in the commitment to meet its

## RESPONSE TO ACCJC COLLEGE RECOMMENDATIONS

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stated goals. This Area Plan is a dynamic, living document in an ongoing process of assessing the current status in each department and anticipating future needs.

The College is transitioning to the assessment platform TracDat (<https://sac.tracdat.com>), which will replace the current public program review repository on Share Point at [www.sac.edu/program\\_review](http://www.sac.edu/program_review).<sup>83</sup> The timeline is as follows:

1. Fall 2015 there will be a pilot including ten departments for the SLO/PLO analyses of the program review model.
2. The Annual Program Review and the Quadrennial Program Review revised pdf documents will continue to be placed on the public program review repository.
3. It is expected that all departments will utilize TracDat for SLO/PLO analysis spring 2016.
4. Fall 2016 there will be a pilot project for the fillable program review forms housed on SharePoint.
5. Spring 2017 it is expected that all program review-related documents will be housed on TracDat.

A TracDat coordinator has been hired to develop training materials and templates to coordinate the transition. It is also expected that data analysis related to the Institution-Set Standards will be more easily disaggregated by department. TracDat will also be easily accessed by all constituencies and the public.

In addition to the Program Review Repository and the forthcoming assessment platform (i.e., TracDat), there is a Research website aligned to Academic Affairs, Equity within Student Services and the IE&A page.<sup>84</sup> The website contains data tools using Tableau Public (Course success rates over time; degrees and certificates, both with data that may be disaggregated).<sup>85</sup>

The College has worked to address all the ACCJC recommendations for the improvement of institutional effectiveness, and it has earnestly addressed the internal Actionable Improvement Plans from the October 2014 *Self Evaluation Report of Educational Quality and Institutional Effectiveness*. The annual Institutional Effectiveness Assessment Survey has amplified information related to institutional effectiveness as well, and dialogue will continue at College Council, the Academic Senate, and all the participatory governance groups.<sup>86</sup> All processes that have been developed are in alignment with these recommendations and will be cyclical and systematic.

## APPENDIX A

### ACTIONABLE IMPROVEMENT PLANS

From

*Self Evaluation Report of Educational Quality and Institutional Effectiveness*

Standards Cited in ACCJC College Recommendations 1, 2, and 3

Spring 2015 Update

#### STANDARD I: INSTITUTIONAL MISSION AND EFFECTIVENESS

##### I.B. Improving Institutional Effectiveness

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<b>I.B.1</b>	<p>1. The program review process will be ongoing and consistent with integrated planning activities.</p> <p>2. Professional development activities will be offered to improve the collective understanding or the meaning of evidence, data, and research used in the evaluation of student learning.</p>	<ul style="list-style-type: none"> <li>• Dept. Chairs/ Mgmt. Partners</li> <li>• Office of Institutional Effectiveness (OIE)</li> </ul>	<p>1.a. The program review process is ongoing for Academic Affairs, Student Services, and Administrative Services. Please see <a href="http://www.sac.edu/program_review">www.sac.edu/program_review</a>.</p> <p>1.b. The college has obtained TracDat and will pilot use of this assessment platform fall 2015. (A change was needed here from spring 2015 to fall 2015)</p> <p>1.c. The Academic Program Review was modified to accommodate a transition to TracDat and also to streamline the process.<sup>82, 87</sup></p> <p>1.d. The new ILO analysis process, developed by the TLC, was implemented spring 2015. The designated college-wide ILO was Communication Skills.<sup>27,47,88</sup></p> <p>2. College Council, the TLC, and other participatory governance groups have worked with the Research Analyst and the Professional Development Coordinator and Assistant Dean of Student Services to develop professional development activities related to data and research. Please see <a href="http://www.sac.edu/facultystaff/professional-development/Pages/default.aspx">http://www.sac.edu/facultystaff/professional-development/Pages/default.aspx</a></p>



Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<b>I.B.2</b>	<p>1. The college will continue to review the Strategic Plan to review the degree to which goals have been met.</p> <p>2. The college will continue to evaluate assessment processes of the institutional goals.</p>	<ul style="list-style-type: none"> <li>• Cabinet</li> <li>• College Council</li> <li>• OIE</li> </ul>	<p>1.a. College Council has assumed the responsibility of Strategic Plan analysis and updating. This is done annually.<sup>14</sup></p> <p>1.b. The 2014-2016 Strategic Plan was reviewed at the May 27, 2015 College Council meeting.<sup>14</sup> It was also highlighted at the President's Winter 2015 Convocation, and it is being incorporated into college and departmental student success and planning work.<sup>30, 89</sup></p> <p>1.c. The IE&amp;A Coordinator/ALO is a member of College Council as of fall 2014.<sup>90</sup></p> <p>2.a. ILO analysis has been made more transparent through a new protocol developed by the TLC. (See 1.d)</p> <p>2.b. Reportage and link to College Council is clearer, as the IE&amp;A Coord./ALO has been made a regular member of College Council meetings and reports at every meeting. (See 1.c)</p> <p>2.c. College Council and the IE&amp;A Coordinator will work with the Research Analyst to establish protocols for Institutional Set Standards analysis.<sup>91</sup></p> <p>2.d. The Academic Senate has recommended that the participatory governance committees have a standing item for the accreditation standards that are linked to the functions and objectives of each committee.<sup>92</sup></p>
<b>I.B.3</b>	<p>1. An Office of Institutional Effectiveness should be established, and a college researcher should be hired to improve institutional planning.</p>	<ul style="list-style-type: none"> <li>• Cabinet</li> </ul>	<p>1.a. The OIE has been established in A-101. The IE Coordinator has effectiveness issues, program review, research, and all information related to Accreditation. Please see <a href="http://www.sac.edu/AcademicAffairs/IEA_Office/Pages/default.aspx">http://www.sac.edu/AcademicAffairs/IEA_Office/Pages/default.aspx</a></p> <p>1.b. A separate Accreditation site has also been created. The IE Coordinator maintains these. Please see <a href="http://www.sac.edu/accreditation">www.sac.edu/accreditation</a>.</p> <p>1.c. The IE Coordinator is now a member of College Council and makes regular reports. (See I.B.2-1.c)</p> <p>1.d. A Research Analyst for Equity was hired fall 2014. An additional research analyst was hired summer 2015.</p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<b>I.B.5</b>	1. The college will develop a formal mechanism to assess the effectiveness of communicating information about institutional quality to the public.	<ul style="list-style-type: none"> <li>• Cabinet</li> <li>• College Council</li> </ul>	<p>1.a. A district-wide branding and marketing study was undertaken to learn how to best present the strengths of SAC to community members. The results of this work were presented to the SAC Management Council in September. A team was formed to identify action priorities, including the mobilization of the college community to broadcast SAC information to the community. The results were presented to the Board of Trustees in a report by the PIO.<sup>93</sup></p> <p>1.b. The President’s <i>Notes from the President</i> is sent frequently. A protocol will be developed through College Council with recommendations from the IE Coordinator, the RSCCD Research Department, and the Research Analyst to analyze the effectiveness of all mechanisms of communication.<sup>36</sup></p> <p>1.c. The 2015-2016 Catalog now includes a listing of all instructional services as a result of assessment of communication to students and the public.<sup>94</sup></p>
<b>I.B.6</b>	<p>The effectiveness of the SB361 Model will be reviewed at the college level.</p> <p>An Office of Institutional Effectiveness will be established to evaluate planning processes (See I.B.3)</p>	<ul style="list-style-type: none"> <li>• Planning &amp; Budget Committee</li> <li>• Cabinet</li> </ul>	<p>The District SB361 budget allocation model’s (BAM) effectiveness is being evaluated at both the District level at the Fiscal Resources Committee,<sup>95</sup> at the college level as discussed in College Council as well as SAC’s Planning and Budget Committee.<sup>96</sup> Actions to improve the model for the current year include evaluating the District’s 50% law compliance and its impact at the colleges, updating the language on growth, developing language related to District operation budget augmentation requests, and establishing a benchmark for the cost of District services. Work groups have been established and have undertaken work related to these specific areas of the BAM.</p> <p>An Office of institutional Effectiveness has been established and is staffed by a full-time faculty leader. A Research Analyst was hired fall 2014 to work with the Equity Coordinator on success and achievement data that can be disaggregated to close achievement gaps. (See also I.B.3)</p>

## STANDARD II: STUDENT LEARNING PROGRAMS AND SERVICES

### II.A. Instructional Programs

### II.B. Student Support Services

### II.C. Library and Learning Support Services

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
II.A.1.c	<ol style="list-style-type: none"> <li>All departments and units will complete assessment of Program-level Learning Outcomes for degrees, programs and certificates.</li> <li>Outcomes will be developed for each GE area and connected to the ILO's. All ILO's will be assessed at 100 percent.</li> <li>The efficacy of the new Learning Center will be assessed.</li> </ol>	<ul style="list-style-type: none"> <li>Dept. Chairs/ Mgmt. Partners</li> <li>IE Coord.</li> <li>Dean of H&amp;SS</li> </ul>	<ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>The IE Coord., in conjunction with the TLC, has developed a protocol to cyclically assess ILOs and GE categories. ILOs and GE have been assessed in the PA/PR capstone process, but this protocol amplifies existing processes and sheds more direct light onto the process. Please see <a href="http://www.sac.edu/committees/TLC/Documents/Institutional_%20Learning_Outcomes_How_To_from_TLC%2009-15-14.pdf">http://www.sac.edu/committees/TLC/Documents/Institutional_%20Learning_Outcomes_How_To_from_TLC%2009-15-14.pdf</a>.</li> <li>All data are coordinated from the Scorecard, System-wide goals, Institution-Set Standards, Student Success and Support Programs, Student Equity, and the Basic Skills Initiative. These data are used for program review.<sup>97</sup></li> <li>The Program Review Model has been revised to more easily access data.<sup>8</sup></li> </ol> </li> <li>The TLC is considering developing GE outcomes; at this time, ILOs and GE outcomes are synonymous. The ILOs have been cross-walked to the GE Outcomes, and all divisions submitted a report to the TLC by March 31, 2015. The ILO for 2014-2015 is Communication Skills.<sup>98</sup> (See example Note 16: Social Sciences example.)</li> <li>The Learning Center submitted goals analysis to the Dean of Humanities and Social Sciences at the same time as every department in the division. This has been posted on <a href="http://www.sac.edu/AcademicProgs/HSS/LearningCenter/Pages/default.aspx">http://www.sac.edu/AcademicProgs/HSS/LearningCenter/Pages/default.aspx</a>. The quadrennial program review is due October 2017, as the Learning Center is in its second year in the 2014-15 academic year.</li> </ol>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<b>II.A.2.f</b>	1. The English department will evaluate the efficacy of the new scheduling pattern from N50, through the sequence, to English 101 to determine if persistence rates increase.	<ul style="list-style-type: none"> <li>English Dept. Chair</li> <li>Dean of HSS</li> </ul>	1. The English department in particular, and the college overall, are dedicating significant resources to study enrollment and success patterns in critical academic pathways. The information is being used to both right-size planned course offerings and to inform adjustments to the teaching and learning processes in specific courses. <sup>99</sup>
<b>II.B.1</b>	1. Each of the Student Services programs will incorporate review of the 2013 Student Satisfaction Survey into the annual Program Effectiveness Review and Program Plan within their respective planning portfolio.	<ul style="list-style-type: none"> <li>VPSS</li> </ul>	1. The updated 2014 SAC Student Satisfaction Survey was recently uploaded to the website and has been receiving institutional attention in Management Council, on the Enrollment Management Team and is being utilized in Student Services Program Effectiveness Review. The College is analyzing the data historically and will use selected metrics as baseline measures for the current year. Please see <a href="http://rsccd.edu/Departments/Research/Documents/StudentSatisfaction/SACStudentSatisfactionStudy2014.pdf">http://rsccd.edu/Departments/Research/Documents/StudentSatisfaction/SACStudentSatisfactionStudy2014.pdf</a>
<b>II.B.4</b>	<p>1. The Student Survey will be revised to include distance education student usage and feedback on services provided.</p> <p>2. The College will implement DE student access to Transfer Center resources and advisement and Financial Aid.</p>	<p>RSCCD Research/ DE Coord.</p> <p>VPSS</p>	<p>1. The DE Coordinator and the Director of Research both serve on the TLC. The TLC chair has asked the DE coordinator to develop a protocol for including DE into the next Student Survey.</p> <p>2. The Office of Distance Education together with Student Services has implemented enhanced resources for DE students. Please see <a href="http://www.sac.edu/AcademicAffairs/DistanceEd/Pages/StudentSupport.aspx">http://www.sac.edu/AcademicAffairs/DistanceEd/Pages/StudentSupport.aspx</a></p>

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<b>II.C.2</b>	<ol style="list-style-type: none"> <li>1. Future development and implementation of online student surveys accessible through each of the library and learning support service centers' web pages will be developed to provide continuous feedback for the improvement and enhancement of services.</li> <li>2. DLA's in the Learning Center will continue to be assessed to improve student success and retention through a program review portfolio with goals based on assessment data.</li> <li>3. The measures of assessment for the Math Center's pilot programs will be scaled to accommodate larger student groups.</li> <li>4. The Learning Center needs more funding to maintain its current status and to expand its services to all students including DE, SCE, and DSPS students.</li> </ol>	<ul style="list-style-type: none"> <li>• Cabinet</li> <li>• SACTAC</li> </ul>	<ol style="list-style-type: none"> <li>1. The DE Coordinator is working with the Learning Center and Math Center to develop surveys to enhance services. The LC is in process of switching from paper/pencil surveys to Survey Monkey. When this is complete, questions will be added for the DE student. The Math Center is in process of formalizing questions for their survey of DE students. Both surveys were completed and implemented by the end of May 2015.<sup>100</sup> The Library is in the process of switching from paper/pencil surveys to an electronic survey engine, probably Survey Monkey, with questions added for the DE student. This will be in place fall 2015.</li> <li>2. The Learning Center Coordinator is working with faculty to continually assess the effect of DLAs on success rates both on assignments and overall. Please see <a href="http://www.sac.edu/AcademicProgs/HSS/LearningCenter/Pages/default.aspx">http://www.sac.edu/AcademicProgs/HSS/LearningCenter/Pages/default.aspx</a></li> <li>3. The math department continues to work closely with SAUSD on strategies to elevate math achievement in high school and related success in college. Ideas building on the 2013-2014 pilot programs were reviewed by an intersegmental team on Friday, September 26<sup>th</sup> and include building pathways for STEM and non-business majors; recalibrating testing schedules to maximize learning time; and incentivizing math courses taken during the senior year of high school.</li> <li>4. The Learning Center has received augmented funding through Basic Skills and will continue to submit resource allocation requests (RAR) through the institutional planning and budget process.<sup>101</sup></li> </ol>

**STANDARD III: Resources**  
**III.C. Technology Resources**

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<b>III.C.2</b>	SAC will evaluate and determine how to improve college-wide technology planning so it is effectively integrated with institutional planning and can be utilized as a basis for institutional improvement. SACTAC will serve as the primary committee mechanism for implementing this actionable improvement plan.	<ul style="list-style-type: none"> <li>• Cabinet</li> </ul>	<ol style="list-style-type: none"> <li>1. In the spring of 2014, SAC has worked through College Council to redesign the reporting structure for SACTAC, which is now a reporting entity to SAC's Planning and Budget Committee. This is better integrated with the college budget planning process. This connection is critical due to the institutional impact technology has on instruction, student success, and curriculum development and delivery. SACTAC now actively reviews RARs related to instructional technology, prioritizes them, and makes recommendations to the SAC Planning and Budget Committee to fund instructional technology needs as budget is available. A funded reserve in Fund 13 (SAC carryover budget) has been established in the last two years to fund investments in technology/innovation. (See <a href="http://www.sac.edu/committees/SACTACT/Pages/default.aspx">http://www.sac.edu/committees/SACTACT/Pages/default.aspx</a>)</li> </ol>

## STANDARD IV: LEADERSHIP AND GOVERNANCE

### IV.B. Board and Administrative Organization

Standard	Actionable Improvement Plans	Recommended Lead(s)	Status
<b>IV.B.2.b</b>	1. An Office of Institutional Effectiveness with the ALO and a researcher dedicated to the college will improve strategic planning and institutional effectiveness (See I.B.3 & I.B.6).	• Cabinet/IE Coord.	1. The IE Coordinator will work with the Research Analyst to make recommendations to College Council related to the data elements required for Strategic Plan analysis. (See I.B.3)
<b>IV.B.3.g</b>	1. To improve overall effectiveness within RSCCD, the college will increase the frequency and clarity of information disseminated from the District Office regarding program and service functions. 2. In addition, the 2014 RSCCD Functions/Mapping of Responsibilities will be broadly shared.	• Cabinet	1. The District completed a communication survey and is taking steps to increase opportunities for personal communication on the campuses with the Chancellor. All members of Management Council now submit items for the quarterly meetings. The Chancellor has also expanded the number of written updates by RSCCD to the District and the colleges, and all District Council Minutes are made public. <sup>74, 102</sup> 2. The IE Coordinator is a member of the RSCCD Planning and Organizational Effectiveness Committee (POE) and also a member of the Functions/Mapping of Responsibilities workgroup. The coordinator keeps the Cabinet apprised of any changes. Cabinet members contribute information and are responsible for distributing the final version to their respective areas. The Functions/Mapping of Responsibilities was revised in 2014. <sup>103</sup>

## APPENDIX B

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### Evidentiary Documents

1. [ACCJC Reaffirmation Letter October 2014](#)
2. [Accreditation Oversight Committee Website](#)
3. [Accreditation Oversight Committee Minutes Notes Sample](#)
4. [College Council Website](#)
5. [Follow-Up Report Template](#)
6. [Academic Senate Meeting Agenda May 26, 2015](#)
7. [CSEA Meeting June 11, 2015](#)
8. [Notes from the President June 2015](#)
9. [AOC Minutes August 17, 2015 Final Review](#)
10. [College Council Minutes—August 26, 2015](#); [Academic Senate Minutes August 19, 2015](#); [Classified Staff Minutes August 20, 2015](#)
11. [BOT Minutes 09-28-15](#)
12. [Shared Governance Committees Website](#)
13. [Academic Senate Website](#)
14. [College Council Minutes May 27, 2015 Governance Review Retreat](#); [College Council Minutes 06-10-15](#)
15. [Participatory Governance Structure Handbook 2015-16 Edition](#)
16. [Example of the Communication and Media Studies Quadrennial Report 2014](#)
17. [Resource Allocation Request from Fine and Performing Arts](#)
18. [Institutional Learning Outcomes Template](#)
19. [ILO Assessment Chart for Fine and Performing Arts](#)
20. [Humanities Division Curriculum Committee Minutes April 22, 2015](#)
21. [Academic Senate Agenda November 25, 2014](#)
22. [Course-level SLO Assessment Form Chart](#)
23. [Program-level SLO Assessment Form Chart](#)
24. [Calendar for Course and Program Assessment](#)
25. [Quadrennial Schedule](#)
26. [Teaching Learning Committee Minutes March 16, 2015](#)
27. [Teaching Learning Committee Institutional Learning Outcomes Aggregated Chart Spring 2015](#)
28. [Student Equity Forums Flyer](#)
29. [January 2015 Convocation Student Equity Data Example for Psychology](#)
30. [Winter 2015 Convocation Data](#)
31. [TLC Minutes May 4, 2015](#)
32. [Resource and Planning Calendar 2015-16](#)
33. [Student Services SLO and Program Review Page](#)
34. [Administrative Services Area Plan 2014-15](#)
35. [Administrative Services RAR Form 2015-16](#)



## APPENDIX B

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36. [Institutional Effectiveness Survey Spring 2015](#)
37. [College Council December 10, 2014; January 28, 2015—Convocation](#)
38. [College Council March 25, 2014—IEPI Indicators and Institution-Set Standards](#)
39. [Strategic Plan Update 2015—College Council](#)
40. [Actionable Improvement Plans Status Report October 2014](#)
41. [Department Minutes Geography/Economics; Department Minutes Modern Languages](#)
42. [Criminal Justice PLO analysis; Kinesiology PLO analysis; Mathematics PLO analysis; School of Continuing Education Adult Secondary Education PLO analysis](#)
43. [Full Program Review repository](#)
44. [Institutional Learning Outcomes “How To” Form](#)
45. [Academic Senate Minutes May 12, 2015](#)
46. [College Council Minutes Special/New Items #4 SP 05-27-14](#)
47. [TLC Minutes May 18, 2015](#)
48. [Timeline for College-wide Key Planning and Assessment Activities](#)
49. [Updated Elements within the Educational Master Plan 2007-2015: Vision Themes Aligned to Board Goals; Strategic Plan with Budget Analysis; IE&A End-of-Year Report 2012](#)
50. [IE&A Website](#)
51. [Educational Master Plan Contents 2007-2015](#)
52. [RSCCD Master Planning Guide 2013](#)
53. [Facilities Master Plan 2011](#)
54. [Planning & Budget Manual; Comprehensive Planning & Budget Cycle](#)
55. [School of Continuing Education Technology Plan; SACTAC Technology Goals 2014-15; Technology Strategic Action Plan](#)
56. [Institutional Effectiveness Timeline](#)
57. [Planning and Organizational Effectiveness Committee \(POE\) website](#)
58. [POE District Planning Survey \(RSCCD Planning Survey distributed by Planning and Organizational Effectiveness Committee\)](#)
59. [Fiscal Resource Committee Review of the Budget Allocation Model](#)
60. [Budget Committee Survey 2012; 2013; 2014](#)
61. [Academic Affairs Agendas and Meeting Minutes with Documented Discussion of RAR Process](#)
62. [Santa Ana College Professional Development website; School of Continuing Education Professional Development website](#)
63. [Professional Development Calendar](#)
64. [Professional Development Conference Request Form](#)
65. [Example Goals: Planning and Budget Committee 2014-2015  
<http://www.sac.edu/AdminServices/budget/Documents/P%20and%20B%20APPRVDcommittee%20goals%20for%20FY%2014%2015.pdf>](#)
66. [End-of-Year Reports: Committees that Report to Governance Groups—\[TLC\]\(#\); \[SACTAC\]\(#\) and \[IE&A Office\]\(#\)](#)
67. [Participatory Governance End-of-Year Committee Reports: \[Student Success & Equity\]\(#\); \[Planning & Budget End-of-Year Report\]\(#\); \[Facilities\]\(#\)](#)
68. [Academic Senate Goals Update](#)
69. [Notes from the President](#)

70. [President's website](#)
71. [Santa Ana College website](#)
72. [Rancho Santiago Community College District Public Affairs & Publications website](#)
73. [Questions about District for Rancho View](#)
74. [Chancellor's Updates website](#)
75. [Employee Forums](#)
76. [Flyer or info related to May 14th Resource Fair](#)
77. [Business Division Program Review site](#)
78. [College Catalog 2015-2016](#)  
[http://www.sac.edu/CatalogAndSchedule/Documents/2015-2016/SAC\\_Catalog\\_15-16\\_06172015.pdf](http://www.sac.edu/CatalogAndSchedule/Documents/2015-2016/SAC_Catalog_15-16_06172015.pdf)
79. [Teaching Learning Committee website](#)
80. [Teaching Learning Committee Resources](#)
81. [SAC SLO Assessment Process: Brief Calendar](#)
82. [Program Review Templates and Data Portfolio: Quadrennial; Annual; Data Portfolio](#)
83. [TracDat Meeting May 11, 2015](#)
84. [Institutional Research; Fact Book](#)
85. [SAC Tableau Research Profile \(Please copy and paste into browser\)](#)  
<https://public.tableau.com/profile/sacresearch#!/StudentEquityActionTool>—  
[https://public.tableau.com/views/CourseSuccessRetentionFall121314V3/SEAT?:embed=y&showTabs=y&:display\\_count=yes](https://public.tableau.com/views/CourseSuccessRetentionFall121314V3/SEAT?:embed=y&showTabs=y&:display_count=yes)
86. [SAC Institutional Effectiveness Survey Results 06-29-15](#)
87. [Academic Senate Minutes May 26, 2015 Item VIIB Program Review Approval](#)
88. [Example ILO Analysis Social Sciences](#)
89. [Criminal Justice Department Program Review Aligned to the Strategic Plan](#)
90. [College Council webpage \(membership\)](#)
91. [Institution-Set Standards](#)
92. [Recommended Accreditation-Governance Committee Alignment Document](#)
93. [PIO Info RSCCD: PowerPoint for BOT; Marketing Analytics](#)
94. [List of Instructional Services in 2015-2016 Catalog](#)
95. [FRC Minutes: Feb. 20, 2013; March 20, 2013; April 17, 2013; May 29, 2013; Sept. 25, 2013; Sept. 24, 2014; Oct. 22, 2014](#)
96. [Planning and Budget Committee Minutes: Sept. 4, 2012; Oct. 2, 2012; Nov. 6, 2012; Dec. 4, 2012; March 5, 2013; April 16, 2013; Sept. 3, 2013; Oct. 1, 2013; Nov. 5, 2013](#)
97. [Metric Overlap Matrix \(MOM\) Chart](#)
98. [ILOs Mapped to GE; ILOs Mapped to SCE Programs](#)
99. [Retention Rate Report re: New Scheduling Pattern for English N50: fall 12; spring 13; fall 13; spring 14](#)
100. [Learning Center and Math Center Satisfaction Surveys](#)
101. [LC BSI & Equity Funding](#)
102. [District Council Agenda 06-01-15 with Minutes Related to Budget](#)
103. [RSCCD Functions/Mapping of Responsibilities Chart 2014](#)

Rancho Santiago Comm Coll District

Board Meeting of 09/28/15

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 09/02/15 Thru 09/15/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62517	General Fund Unrestricted	0.00	270.11	-270.11	92*0435504	92*0435504
62908	General Fund Unrestricted	17,978.09	0.00	17,978.09	92*0442430	92*0442445
62909	General Fund Unrestricted	7,180.67	0.00	7,180.67	92*0442446	92*0442459
62910	General Fund Unrestricted	1,047.65	0.00	1,047.65	92*0442464	92*0442473
62911	General Fund Unrestricted	5,463.10	0.00	5,463.10	92*0442484	92*0442492
62912	General Fund Unrestricted	71,175.29	0.00	71,175.29	92*0442493	92*0442505
62913	General Fund Unrestricted	3,307.21	0.00	3,307.21	92*0442506	92*0442526
62916	General Fund Unrestricted	90,345.71	666.00	89,679.71	92*0442541	92*0442624
62917	General Fund Unrestricted	77,425.65	1,574.17	75,851.48	92*0442625	92*0442724
62918	General Fund Unrestricted	88,425.39	571.00	87,854.39	92*0442725	92*0442824
62919	General Fund Unrestricted	93,297.99	722.00	92,575.99	92*0442825	92*0442924
62920	General Fund Unrestricted	97,319.39	2,087.50	95,231.89	92*0442925	92*0443024
62921	General Fund Unrestricted	103,320.91	0.00	103,320.91	92*0443025	92*0443124
62922	General Fund Unrestricted	91,288.22	0.00	91,288.22	92*0443125	92*0443224
62923	General Fund Unrestricted	98,302.94	622.91	97,680.03	92*0443225	92*0443324
62924	General Fund Unrestricted	106,638.56	52.50	106,586.06	92*0443325	92*0443424
62925	General Fund Unrestricted	43,078.54	561.35	42,517.19	92*0443425	92*0443479
62926	General Fund Unrestricted	76,596.61	1,288.18	75,308.43	92*0443480	92*0443579
62927	General Fund Unrestricted	88,061.04	0.00	88,061.04	92*0443580	92*0443677
62928	General Fund Unrestricted	91,463.80	1,413.00	90,050.80	92*0443678	92*0443776
62929	General Fund Unrestricted	92,146.90	1,215.00	90,931.90	92*0443777	92*0443876
62930	General Fund Unrestricted	95,587.75	0.00	95,587.75	92*0443877	92*0443976
62931	General Fund Unrestricted	100,425.13	2,808.30	97,616.83	92*0443977	92*0444076
62932	General Fund Unrestricted	104,168.00	0.00	104,168.00	92*0444077	92*0444176
62933	General Fund Unrestricted	105,137.94	0.00	105,137.94	92*0444177	92*0444276
62934	General Fund Unrestricted	110,728.40	620.00	110,108.40	92*0444277	92*0444376
62935	General Fund Unrestricted	103,512.16	0.00	103,512.16	92*0444377	92*0444476
62936	General Fund Unrestricted	107,073.20	0.00	107,073.20	92*0444477	92*0444576
62937	General Fund Unrestricted	108,215.99	0.00	108,215.99	92*0444577	92*0444676
62938	General Fund Unrestricted	106,854.10	2,799.47	104,054.63	92*0444677	92*0444774
62939	General Fund Unrestricted	209,881.68	1,159.59	208,722.09	92*0444775	92*0444974
62940	General Fund Unrestricted	104,441.23	1,084.00	103,357.23	92*0444975	92*0445074
62941	General Fund Unrestricted	163,652.63	3,239.00	160,413.63	92*0445075	92*0445226
62942	General Fund Unrestricted	8,755.33	0.00	8,755.33	92*0445227	92*0445237
62943	General Fund Unrestricted	40,702.49	0.00	40,702.49	92*0445238	92*0445240
62944	General Fund Unrestricted	1,015.00	0.00	1,015.00	92*0445242	92*0445247
62945	General Fund Unrestricted	53.00	0.00	53.00	92*0445260	92*0445260
62947	General Fund Unrestricted	8,658.47	0.00	8,658.47	92*0445279	92*0445284
62948	General Fund Unrestricted	5,932.05	0.00	5,932.05	92*0445285	92*0445305
62949	General Fund Unrestricted	3,846.16	0.00	3,846.16	92*0445315	92*0445324
62951	General Fund Unrestricted	13,860.80	0.00	13,860.80	92*0445328	92*0445369

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62952	General Fund Unrestricted	70,952.30	0.00	70,952.30	92*0445370	92*0445371
62953	General Fund Unrestricted	36,725.94	0.00	36,725.94	92*0445372	92*0445384
62960	General Fund Unrestricted	3,594.97	0.00	3,594.97	92*0445426	92*0445440
62961	General Fund Unrestricted	22,470.80	0.00	22,470.80	92*0445447	92*0445455
62962	General Fund Unrestricted	6,651.88	0.00	6,651.88	92*0445457	92*0445484
62963	General Fund Unrestricted	6,249.06	0.00	6,249.06	92*0445485	92*0445498
62964	General Fund Unrestricted	11,255.49	0.00	11,255.49	92*0445499	92*0445512
62965	General Fund Unrestricted	460.90	0.00	460.90	92*0445515	92*0445515
62966	General Fund Unrestricted	3,963.21	0.00	3,963.21	92*0445523	92*0445536
62967	General Fund Unrestricted	348.13	0.00	348.13	92*0445542	92*0445554
62968	General Fund Unrestricted	670.00	0.00	670.00	92*0445556	92*0445557
62969	General Fund Unrestricted	5,593.01	0.00	5,593.01	92*0445568	92*0445579
62970	General Fund Unrestricted	15,924.54	0.00	15,924.54	92*0445580	92*0445597
62971	General Fund Unrestricted	822.03	0.00	822.03	92*0445598	92*0445601
62972	General Fund Unrestricted	107,584.26	0.00	107,584.26	92*0445606	92*0445621
62977	General Fund Unrestricted	18,618.24	0.00	18,618.24	92*0445645	92*0445647
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u><u>\$3,158,249.93</u></u></b>	<b><u><u>\$22,754.08</u></u></b>	<b><u><u>\$3,135,495.85</u></u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62830	General Fund Restricted	0.00	79.00	-79.00	92*0441659	92*0441659
62908	General Fund Restricted	4,226.98	0.00	4,226.98	92*0442442	92*0442443
62909	General Fund Restricted	10,348.72	0.00	10,348.72	92*0442447	92*0442463
62910	General Fund Restricted	3,647.97	0.00	3,647.97	92*0442465	92*0442481
62911	General Fund Unrestricted	8,066.49	0.00	8,066.49	92*0442482	92*0442489
62912	General Fund Restricted	307,370.29	73,687.30	233,682.99	92*0442495	92*0442502
62913	General Fund Restricted	1,830.80	0.00	1,830.80	92*0442510	92*0442521
62942	General Fund Unrestricted	3,641.00	0.00	3,641.00	92*0445229	92*0445236
62943	General Fund Restricted	6,824.54	0.00	6,824.54	92*0445241	92*0445241
62944	General Fund Restricted	4,273.98	0.00	4,273.98	92*0445243	92*0445249
62945	General Fund Restricted	5,384.97	0.00	5,384.97	92*0445250	92*0445266
62946	General Fund Restricted	2,727.71	0.00	2,727.71	92*0445267	92*0445272
62947	General Fund Restricted	7,360.47	0.00	7,360.47	92*0445273	92*0445278
62948	General Fund Restricted	551.26	0.00	551.26	92*0445290	92*0445293
62949	General Fund Restricted	1,084.44	0.00	1,084.44	92*0445306	92*0445314
62960	General Fund Restricted	856.50	0.00	856.50	92*0445427	92*0445439
62961	General Fund Restricted	124,156.85	0.00	124,156.85	92*0445442	92*0445454
62962	General Fund Restricted	16,637.78	0.00	16,637.78	92*0445456	92*0445483
62964	General Fund Restricted	126.54	0.00	126.54	92*0445503	92*0445513
62965	General Fund Restricted	5,497.97	0.00	5,497.97	92*0445514	92*0445521
62966	General Fund Restricted	1,082.19	0.00	1,082.19	92*0445537	92*0445541
62967	General Fund Restricted	3,362.46	0.00	3,362.46	92*0445543	92*0445555
62968	General Fund Restricted	7,329.85	0.00	7,329.85	92*0445558	92*0445567
62969	General Fund Restricted	961.98	0.00	961.98	92*0445573	92*0445578
62971	General Fund Restricted	5,269.40	0.00	5,269.40	92*0445599	92*0445605
62972	General Fund Restricted	50,329.43	0.00	50,329.43	92*0445607	92*0445618
62976	General Fund Restricted	169,994.11	0.00	169,994.11	92*0445644	92*0445644
<b>Total Fund 12 General Fund Restricted</b>		<b>\$752,944.68</b>	<b>\$73,766.30</b>	<b>\$679,178.38</b>		

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
62961	General Fund Unrestricted	5,700.78	0.00	5,700.78	92*0445441	92*0445441
62966	General Fund Unrestricted	4,681.04	0.00	4,681.04	92*0445522	92*0445535
<b>Total Fund 13 General Fund Unrestricted</b>		<b><u>\$10,381.82</u></b>	<b><u>\$0.00</u></b>	<b><u>\$10,381.82</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62914	Child Development Fund	23,500.41	0.00	23,500.41	92*0442527	92*0442539
62954	Child Development Fund	5,926.00	0.00	5,926.00	92*0445385	92*0445400
62973	Child Development Fund	6,992.01	0.00	6,992.01	92*0445622	92*0445637
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$36,418.42</u></b>	<b><u>\$0.00</u></b>	<b><u>\$36,418.42</u></b>		

Checks Written for Period 09/02/15 Thru 09/15/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62950	Capital Outlay Projects Fund	2,769.46	0.00	2,769.46	92*0445325	92*0445327
62957	Capital Outlay Projects Fund	226,617.36	0.00	226,617.36	92*0445412	92*0445420
62974	Capital Outlay Projects Fund	65,636.30	0.00	65,636.30	92*0445638	92*0445641
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$295,023.12</u></b>	<b><u>\$0.00</u></b>	<b><u>\$295,023.12</u></b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62915	Bond Fund, Measure E	3,516.00	0.00	3,516.00	92*0442540	92*0442540
62955	Bond Fund, Measure E	44,461.00	0.00	44,461.00	92*0445401	92*0445403
<b>Total Fund 42 Bond Fund, Measure E</b>		<b><u>\$47,977.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$47,977.00</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62956	Bond Fund, Measure Q	675,972.85	0.00	675,972.85	92*0445404	92*0445411
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b><u><u>\$675,972.85</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$675,972.85</u></u></b>		

Checks Written for Period 09/02/15 Thru 09/15/15

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
62959	Property and Liability Fund	11,390.27	0.00	11,390.27	92*0445424	92*0445425
62975	Property and Liability Fund	10,566.71	0.00	10,566.71	92*0445642	92*0445643
<b>Total Fund 61 Property and Liability Fund</b>		<b><u><u>\$21,956.98</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$21,956.98</u></u></b>		

Checks Written for Period 09/02/15 Thru 09/15/15

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62958	Workers' Compensation Fund	258.61	0.00	258.61	92*0445421	92*0445423
<b>Total Fund 62 Workers' Compensation Fu</b>		<u><u>\$258.61</u></u>	<u><u>\$0.00</u></u>	<u><u>\$258.61</u></u>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,135,495.85
Total Fund 12 General Fund Restricted	679,178.38
Total Fund 13 General Fund Unrestricted	10,381.82
Total Fund 33 Child Development Fund	36,418.42
Total Fund 41 Capital Outlay Projects Fund	295,023.12
Total Fund 42 Bond Fund, Measure E	47,977.00
Total Fund 43 Bond Fund, Measure Q	675,972.85
Total Fund 61 Property and Liability Fund	21,956.98
Total Fund 62 Workers' Compensation Fund	258.61
Grand Total:	<u><u>\$4,902,663.03</u></u>

Checks Written for Period 08/29/15 Thru 09/11/15

<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>
311508631	Bookstore Fund	310,980.61	26,657.14	284,323.47	31*0106094	31*0106114
311509105	Bookstore Fund	224,328.08	0.00	224,328.08	31*0106115	31*0106153
311509211	Bookstore Fund	144,302.53	15,681.61	128,620.92	31*0106154	31*0106178
<b>Total Fund 31 Bookstore Fund</b>		<u><u>\$679,611.22</u></u>	<u><u>\$42,338.75</u></u>	<u><u>\$637,272.47</u></u>		

Checks Written for Period 08/29/15 Thru 09/11/15

<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>
711508631	Associated Students Fund	12,483.82	0.00	12,483.82	71*0007518	71*0007518
711509211	Associated Students Fund	3,793.08	0.00	3,793.08	71*0007519	71*0007527
<b>Total Fund 71 Associated Students Fund</b>		<u><u>\$16,276.90</u></u>	<u><u>\$0.00</u></u>	<u><u>\$16,276.90</u></u>		

Checks Written for Period 08/29/15 Thru 09/11/15

<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>
761508631	Community Education Fund	106,454.98	0.00	106,454.98	76*0006789	76*0006790
761509105	Community Education Fund	20,148.96	0.00	20,148.96	76*0006791	76*0006800
761509211	Community Education Fund	629.26	0.00	629.26	76*0006801	76*0006802
<b>Total Fund 76 Community Education Fund</b>		<b><u>\$127,233.20</u></b>	<b><u>\$0.00</u></b>	<b><u>\$127,233.20</u></b>		



Checks Written for Period 08/29/15 Thru 09/11/15

<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>
791508631	Diversified Trust Fund	116,740.36	0.00	116,740.36	79*0019545	79*0019548
791509105	Diversified Trust Fund	5,269.99	0.00	5,269.99	79*0019549	79*0019553
791509211	Diversified Trust Fund	18,773.96	0.00	18,773.96	79*0019554	79*0019576
<b>Total Fund 79 Diversified Trust Fund</b>		<b><u>\$140,784.31</u></b>	<b><u>\$0.00</u></b>	<b><u>\$140,784.31</u></b>		

Checks Written for Period 08/29/15 Thru 09/11/15

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
811509105	Diversified Agency Fund	632.79	0.00	632.79	81*0045934	81*0045935
811509211	Diversified Agency Fund	19,722.85	0.00	19,722.85	81*0045936	81*0045961
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u>\$20,355.64</u></b>	<b><u>\$0.00</u></b>	<b><u>\$20,355.64</u></b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	637,272.47
Total Fund 71 Associated Students Fund	16,276.90
Total Fund 76 Community Education Fund	127,233.20
Total Fund 79 Diversified Trust Fund	140,784.31
Total Fund 81 Diversified Agency Fund	20,355.64
<b>Grand Total:</b>	<b><u><u>\$941,922.52</u></u></b>

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of the 2014-15 CCFS-311 Annual Budget and Financial Report, including the Gann Appropriation Limit	
Action:	Request for Approval	

**BACKGROUND**

In accordance with the California Code of Regulations, Title 5, Sections 58305(d), the District shall submit a copy of its Annual Budget and Financial Report (CCFS-311) to the Chancellor's Office by October 10<sup>th</sup> of each year. Furthermore, in accordance with Article XIII B to the State Constitution, limitations on expenditures are placed on State and local governments in the form of what is known as the Gann Appropriations Limit.

**ANALYSIS**

A copy of the CCFS-311 report has been provided for your review. The CCFS-311 report is divided into three parts: Current Expense of Education which is used to calculate the 50 Percent Law (our District is in compliance at 51.38% for 2014-15); Combined Balance Sheet information for all District funds; and other Supplemental Data including Details of General Fund Revenue, General Fund Expenditures by Activity, the Gann Appropriations Limit (Historically, our district has never met or been close to meeting the appropriations limit), Revenues, Expenditures and Fund Balance Data for all district funds, an Analysis of Interfund Transfers, the Receipt and Expenditures of Lottery Proceeds, Education Protection Account (EPA) funds, and the new Pension Costs Report which estimates future STRS and PERS costs through 2020-21.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2014-15 CCFS-311 Annual Budget and Financial Report as presented pending any audit adjustments and establish the District's 2015-16 Gann Limit in the amount of \$243,057,716.

Fiscal Impact:	Not applicable	Board Date: September 28, 2015
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**ANNUAL FINANCIAL AND BUDGET REPORT**  
(Financial Report for Fiscal Year 2014-2015)  
(Budget Report for Fiscal Year 2015-2016)

District: RANCHO SANTIAGO

District Code: 870

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.

\_\_\_\_\_  
District Chief Business Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

Contact:

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2015. Please submit the report to :

Chancellor's Office  
California Community Colleges  
Fiscal Services Unit  
1102 Q Street, Suite 300  
Sacramento, CA 95814-6511

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
Academic Salaries		Instructional Salary Cost	Total CEE	Activities	
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Instructional Salaries</b>					
Contract or Regular	1100	24,572,146	24,572,146		24,572,146
Other	1300	22,662,453	22,662,453		22,662,453
<b>Total Instructional Salaries</b>		47,234,599	47,234,599	0	47,234,599
<b>Non-Instructional Salaries</b>					
Contract or Regular	1200		12,819,465	311,682	13,131,147
Other	1400		1,213,416		1,213,416
<b>Total Non-Instructional Salaries</b>		0	14,032,881	311,682	14,344,563
<b>Total Academic Salaries</b>		47,234,599	61,267,480	311,682	61,579,162
<b>Classified Salaries</b>					
<b>Non-Instructional Salaries</b>					
Regular Status	2100		23,176,545	2,381,155	25,557,700
Other	2300		988,265	360,677	1,348,942
<b>Total Non-Instructional Salaries</b>		0	24,164,810	2,741,832	26,906,642
<b>Instructional Aides</b>					
Regular Status	2200	926,184	926,184		926,184
Other	2400	1,758,343	1,758,343		1,758,343
<b>Total Instructional Aides</b>		2,684,527	2,684,527	0	2,684,527
<b>Total Classified Salaries</b>		2,684,527	26,849,337	2,741,832	29,591,169
<b>Employee Benefits</b>	3000	14,774,592	34,886,822	1,306,994	36,193,816
<b>Supplies and Materials</b>	4000		649,264	37,310	686,574
<b>Other Operating Expenses</b>	5000	3,502,156	15,535,136	1,082,527	16,617,663
<b>Equipment Replacement</b>	6420				0
<b>Total Expenditures Prior to Exclusions</b>		68,195,874	139,188,039	5,480,345	144,668,384

SUPPLEMENTAL DATA

S11 GENERAL FUND - UNRESTRICTED SUBFUND

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
Exclusions		Instructional Salary Cost	Total CEE	Activities	
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Activities to Exclude</b>	<b>TOP Code</b>				
Instructional Staff-Retirees' Benefits and Retirement Incentives	5900	2,604,024	2,604,024		2,604,024
Student Health Services Above Amount Collected	6441				0
Student Transportation	6491				0
Noninstructional Staff-Retirees' Benefits and Retirement Incentives	6740		3,693,526		3,693,526
<b>Objects to Exclude</b>	<b>Object Code</b>				
Rents and Leases	5060		1,387,979	30,077	1,418,056
Lottery Expenditures					
Academic Salaries	1000				0
Classified Salaries	2000				0
Employee Benefits	3000				0
Supplies and Materials	4000				
Software	4100				0
Books, Magazines, & Periodicals	4200				0
Instructional Supplies & Materials	4300				0
Noninstructional, Supplies & Materials	4400				0
Total Supplies and Materials		0	0	0	0
Other Operating Expenses and Services	5000		3,844,324		3,844,324

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
	Object	Instructional Salary Cost	Total CEE	Activities	
	Code	AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Capital Outlay	6000				
Library Books	6300				0
Equipment	6400				
Equipment - Additional	6410				0
Equipment - Replacement	6420				0
Total Equipment		0	0	0	0
Total Capital Outlay		0	0	0	0
Other Outgo	7000				0
<b>Total Exclusions</b>		2,604,024	11,529,853	30,077	11,559,930
<b>Total for ECS 84362, 50% Law</b>		65,591,850	127,658,186	5,450,268	133,108,454
<b>Percent of CEE (Instructional Salary Cost / Total CEE)</b>		51.38%	100.00%		
<b>50% of Current Expense of Education</b>			63,829,093		
<b>Nonexempted (Remaining) Deficiency from second preceeding Fiscal Year</b>					
<b>Amount Required to be Expended for Salaries of Classroom Instructors</b>		65,591,850	127,658,186	5,450,268	133,108,454
<b>Reconciliation to Unrestricted General Fund Expenditures</b>					
<b>Total Expenditures Prior to Exclusions</b>		68,195,874	139,188,039	5,480,345	144,668,384
<b>Capital Expenditures</b>	6000	43,322	1,282,576	2,663,591	3,946,167
<b>Equipment Replacement (Back out)</b>	6420		0	0	0
<b>Total Unrestricted General Fund Expenditures</b>		68,239,196	140,470,615	8,143,936	148,614,551



For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	3,475,543	43,834	3,519,377
In County Treasury	9112	40,773,214	17,780,985	58,554,199
Cash With Fiscal Agents	9113			0
Revolving Cash Accounts	9114	100,100		100,100
Investments (at cost)	9120			0
Accounts Receivable	9130	2,576,402	7,239,568	9,815,970
Due from Other Funds	9140	478,773	47,392	526,165
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			0
Prepaid Items	9220	74,418	147,562	221,980
<b>TOTAL ASSETS</b>		47,478,450	25,259,341	72,737,791
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	3,434,605	3,115,800	6,550,405
Accrued Salaries and Wages Payable	9520	9,070,516	1,693,316	10,763,832
Compensated Absences Payable Current	9530			0
Due to Other Funds	9540	5,974,998		5,974,998
Temporary Loans	9550			0
Current Portion of Long-Term Debt	9560			0
Deferred Revenues	9570	3,081,204	17,665,407	20,746,611
<b>TOTAL LIABILITIES</b>		21,561,323	22,474,523	44,035,846

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			0
NonCash Assets	9711	74,418		74,418
Amounts Restricted by Law for Specific Purposes	9712	54,366		54,366
Reserve for Encumbrances Credit	9713	279,502		279,502
Reserve for Encumbrances Debit	9714			0
Reserve for Debt Services	9715			0
Assigned/Committed	9754			0
Unassigned	9790			0
<b>Total Fund Balance</b>		408,286	0	408,286
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751			0
Restricted Fund Balance	9752	1,940,000		1,940,000
Committed Fund Balance	9753			0
Assigned Fund Balance	9754	22,635,038	2,784,818	25,419,856
<b>Total Designated Fund Balance</b>		24,575,038	2,784,818	27,359,856
Uncommitted Fund Balance	9790	933,803		933,803
<b>TOTAL FUND EQUITY</b>		25,917,127	2,784,818	28,701,945
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		47,478,450	25,259,341	72,737,791

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	27,757,365		
Cash With Fiscal Agents	9113			
Investments (at cost)	9120			
Accounts Receivable	9130			
Due from Other Funds	9140			
<b>TOTAL ASSETS</b>		27,757,365	0	0
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510			
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
<b>TOTAL LIABILITIES</b>		0	0	0

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715	27,757,365		
Assigned/Committed	9754			
Unassigned	9790			
<b>Total Fund Balance</b>		27,757,365	0	0
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754			
Total Designated Fund Balance		0	0	0
Uncommitted Fund Balance	9790			
<b>TOTAL FUND EQUITY</b>		27,757,365	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		27,757,365	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>ASSETS</b>							
Cash, Investments, and Receivables	9100						
Cash:							
Awaiting Deposit and in Banks	9111	1,154,507					
In County Treasury	9112			412,791			
Cash With Fiscal Agents	9113						
Revolving Cash Accounts	9114	12,000					
Investments (at cost)	9120						
Accounts Receivable	9130	1,196,317		425,218			
Due from Other Funds	9140			172,423			
Inventories, Stores, and Prepaid Items	9200						
Inventories and Stores	9210	1,575,207					
Prepaid Items	9220			2,460			
<b>TOTAL ASSETS</b>		3,938,031	0	1,012,892	0	0	0
<b>LIABILITIES</b>							
Current Liabilities and Deferred Revenue	9500						
Accounts Payable	9510	42,220		170,378			
Accrued Salaries and Wages Payable	9520	109,058		249,957			
Compensated Absences Payable Current	9530						
Due to Other Funds	9540	(549,536)		569,690			
Temporary Loans	9550						
Current Portion of Long-Term Debt	9560						
Deferred Revenues	9570			6,954			
<b>TOTAL LIABILITIES</b>		(398,258)	0	996,979	0	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>FUND BALANCE (NON-GASB 54)</b>							
Fund Balance Reserved	9710	0	0	0	0	0	0
NonCash Assets	9711	1,575,207	0	0	0	0	0
Amounts Restricted by Law for Specific Purposes	9712	0	0	0	0	0	0
Reserve for Encumbrances Credit	9713	0	0	0	0	0	0
Reserve for Encumbrances Debit	9714	0	0	0	0	0	0
Reserve for Debt Services	9715	0	0	0	0	0	0
Assigned/Committed	9754	0	0	0	0	0	0
Unassigned	9790	0	0	0	0	0	0
<b>Total Fund Balance</b>		1,575,207	0	0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750						
Nonspendable Fund Balance	9751	0	0	0	0	0	0
Restricted Fund Balance	9752	0	0	0	0	0	0
Committed Fund Balance	9753	0	0	0	0	0	0
Assigned Fund Balance	9754	2,761,082	0	15,913	0	0	0
<b>Total Designated Fund Balance</b>		2,761,082	0	15,913	0	0	0
Uncommitted Fund Balance	9790	0	0	0	0	0	0
<b>TOTAL FUND EQUITY</b>		4,336,289	0	15,913	0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		3,938,031	0	1,012,892	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	41	42	43
		Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	39,599,384	12,683,973	54,058,672
Cash With Fiscal Agents	9113			
Revolving Cash Accounts	9114			
Investments (at cost)	9120			
Accounts Receivable	9130	13,202	39,766	20,591
Due from Other Funds	9140	1,708,080	42,490	190,675
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			
Prepaid Items	9220			
<b>TOTAL ASSETS</b>		41,320,666	12,766,229	54,269,938
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	668,227	330,776	1,374,732
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540	83,375	113,100	42,490
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570	53,947		
<b>TOTAL LIABILITIES</b>		805,549	443,876	1,417,222

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	41	42	43
		Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713	2,882,590	2,467,920	17,916,226
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
<b>Total Fund Balance</b>		<b>2,882,590</b>	<b>2,467,920</b>	<b>17,916,226</b>
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754	37,632,527	9,854,433	34,936,490
<b>Total Designated Fund Balance</b>		<b>37,632,527</b>	<b>9,854,433</b>	<b>34,936,490</b>
Uncommitted Fund Balance	9790			
<b>TOTAL FUND EQUITY</b>		<b>40,515,117</b>	<b>12,322,353</b>	<b>52,852,716</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		<b>41,320,666</b>	<b>12,766,229</b>	<b>54,269,938</b>



51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>ASSETS</b>					
Cash, Investments, and Receivables	9100				
Cash:					
Awaiting Deposit and in Banks	9111				
In County Treasury	9112				
Cash With Fiscal Agents	9113				
Revolving Cash Accounts	9114				
Investments (at cost)	9120				
Accounts Receivable	9130				
Due from Other Funds	9140				
Inventories, Stores, and Prepaid Items	9200				
Inventories and Stores	9210				
Prepaid Items	9220				
<b>Fixed Assets</b>	9300				
Sites	9310				
Site Improvements	9320				
Accumulated Depreciation Site Improvements	9321				
Buildings	9330				
Accumulated Depreciation Buildings	9331				
Library Books	9340				
Equipment	9350				
Accumulated Depreciation Equipment	9351				
Work in Progress	9360				
<b>Total Fixed Assets</b>		0	0	0	0
<b>TOTAL ASSETS</b>		0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>LIABILITIES</b>					
Current Liabilities and Deferred Revenue	9500				
Accounts Payable	9510				
Accrued Salaries and Wages Payable	9520				
Compensated Absences Payable Current	9530				
Due to Other Funds	9540				
Temporary Loans	9550				
Current Portion of Long-Term Debt	9560				
Deferred Revenues	9570				
Total Current Liabilities and Deferred Revenue		0	0	0	0
Long-Term Liabilities	9600				
Bonds Payable	9610				
Revenue Bonds Payable	9620				
Certificates of Participation	9630				
Lease Purchase of Capital Lease	9640				
Compensated Absences Long Term	9650				
Post-Employment Benefits Long Term	9660				
Other Long-Term Liabilities	9670				
Total Long-Term Liabilities		0	0	0	0
<b>TOTAL LIABILITIES</b>	968	0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>FUND EQUITY</b>					
Fund Balance Reserved	9710				
NonCash Assets	9711				
Amounts Restricted by Law for Specific Purposes	9712				
Reserve for Encumbrances Credit	9713				
Reserve for Encumbrances Debit	9714				
Reserve for Debt Services	9715				
Assigned/Committed	9754				
Unassigned	9790				
Total Reserved Fund Balance		0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750				
Nonspendable Fund Balance	9751				
Restricted Fund Balance	9752				
Committed Fund Balance	9753				
Assigned Fund Balance	9754				
Total Designated Fund Balance		0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790				
<b>Other Equity</b>	9800				
Contributed Capital	9810				
Retained Earnings	9850				
Investment in General Fixed Assets	9890				
<b>TOTAL FUND EQUITY</b>		0	0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
<b>ASSETS</b>			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111		
In County Treasury	9112	8,257,620	41,269,946
Cash With Fiscal Agents	9113	75,000	
Revolving Cash Accounts	9114		
Investments (at cost)	9120		150,916
Accounts Receivable	9130	3,088	15,468
Due from Other Funds	9140	2,325,665	990,229
Student Loans Receivable	9150		
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220		
<b>Fixed Assets</b>	9300		
Sites	9310		
Site Improvements	9320		
Accumulated Depreciation Site Improvements	9321		
Buildings	9330		
Accumulated Depreciation Buildings	9331		
Library Books	9340		
Equipment	9350		
Accumulated Depreciation Equipment	9351		
Work in Progress	9360		
<b>Total Fixed Assets</b>		0	0
<b>TOTAL ASSETS</b>		10,661,373	42,426,559

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
<b>LIABILITIES</b>			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	35,622	2,264
Accrued Salaries and Wages Payable	9520	16,673	
Compensated Absences Payable Current	9530		
Due to Other Funds	9540	35,919	
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560	400,000	54,905,887
Deferred Revenues	9570		
Total Current Liabilities and Deferred Revenue		488,214	54,908,151
Long-Term Liabilities	9600		
Bonds Payable	9610		
Revenue Bonds Payable	9620		
Certificates of Participation	9630		
Lease Purchase of Capital Lease	9640		
Compensated Absences Long Term	9650		
Post-Employment Benefits Long Term	9660		
Other Long-Term Liabilities	9670		
Total Long-Term Liabilities		0	0
<b>TOTAL LIABILITIES</b>	968	488,214	54,908,151

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
<b>FUND EQUITY</b>			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amounts Restricted by Law for Specific Purposes	9712		(12,481,592)
Reserve for Encumbrances Credit	9713	98,930	
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Assigned/Committed	9754		
Unassigned	9790		
Total Reserved Fund Balance		98,930	(12,481,592)
<b>Fund Balance (GASB 54)</b>	9750		
Nonspendable Fund Balance	9751		
Restricted Fund Balance	9752	10,074,229	
Committed Fund Balance	9753		
Assigned Fund Balance	9754		
Total Designated Fund Balance		10,074,229	0
Uncommitted(Unrestricted) Fund Balance	9790		
<b>Other Equity</b>	9800		
Contributed Capital	9810		
Retained Earnings	9850		
Investment in General Fixed Assets	9890		
<b>TOTAL FUND EQUITY</b>		10,173,159	(12,481,592)
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		10,661,373	42,426,559

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>ASSETS</b>									
Cash, Investments, and Receivables	9100								
Cash:									
Awaiting Deposit and in Banks	9111	389,761	(3,402)		26,855				1,702,621
In County Treasury	9112				1,450,113				710
Cash With Fiscal Agents	9113								
Revolving Cash Accounts	9114								900
Investments (at cost)	9120								
Accounts Receivable	9130	16,119	77,805		34,481				88,379
Due from Other Funds	9140				1,544				532,208
Student Loans Receivable	9150				92,554				
Inventories, Stores, and Prepaid Items	9200								
Inventories and Stores	9210								
Prepaid Items	9220								
<b>Fixed Assets</b>	9300								
Sites	9310								
Site Improvements	9320								
Accumulated Depreciation Site Improvements	9321								
Buildings	9330								
Accumulated Depreciation Buildings	9331								
Library Books	9340								
Equipment	9350								
Accumulated Depreciation Equipment	9351								
Work in Progress	9360								
<b>Total Fixed Assets</b>		0	0	0	0	0	0	0	0
<b>TOTAL ASSETS</b>		405,880	74,403	0	1,605,547	0	0	0	2,324,818

COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>LIABILITIES</b>									
Current Liabilities and Deferred Revenue	9500								
Accounts Payable	9510	1,868			270				59,940
Accrued Salaries and Wages Payable	9520	5,265							88,305
Compensated Absences Payable Current	9530								
Due to Other Funds	9540	7,765			317,466				113,822
Temporary Loans	9550								
Current Portion of Long-Term Debt	9560								
Deferred Revenues	9570				4,986				
Total Current Liabilities and Deferred Revenue		14,898	0	0	322,722	0	0	0	262,067
Long-Term Liabilities	9600								
Bonds Payable	9610								
Revenue Bonds Payable	9620								
Certificates of Participation	9630								
Lease Purchase of Capital Lease	9640								
Compensated Absences Long Term	9650								
Post-Employment Benefits Long Term	9660								
Other Long-Term Liabilities	9670								
Total Long-Term Liabilities		0	0	0	0	0	0	0	0
<b>TOTAL LIABILITIES</b>	968	14,898	0	0	322,722	0	0	0	262,067



COMBINED BALANCE SHEET

For Year Ended June 30, 2015

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>FUND EQUITY</b>									
Fund Balance Reserved	9710								
NonCash Assets	9711								
Amounts Restricted by Law for Specific Purposes	9712				809,143				
Reserve for Encumbrances Credit	9713								
Reserve for Encumbrances Debit	9714								
Reserve for Debt Services	9715								
Assigned/Committed	9754								
Unassigned	9790								
<b>Total Reserved Fund Balance</b>		0	0	0	809,143	0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750								
Nonspendable Fund Balance	9751								
Restricted Fund Balance	9752	390,982							2,062,751
Committed Fund Balance	9753								
Assigned Fund Balance	9754		74,403		473,682				
<b>Total Designated Fund Balance</b>		390,982	74,403	0	473,682	0	0	0	2,062,751
Uncommitted(Unrestricted) Fund Balance	9790								
<b>Other Equity</b>	9800								
Contributed Capital	9810								
Retained Earnings	9850								
Investment in General Fixed Assets	9890								
<b>TOTAL FUND EQUITY</b>		390,982	74,403	0	1,282,825	0	0	0	2,062,751
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		405,880	74,403	0	1,605,547	0	0	0	2,324,818

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Federal Revenues</b>	8100			
Forest Revenues	8110			0
Higher Education Act	8120		3,511,881	3,511,881
Workforce Investment Act	8130		152,286	152,286
Temporary Assistance for Needy Families (TANF)	8140		96,818	96,818
Student Financial Aid	8150		16,044	16,044
Veterans Education	8160			0
Vocational and Technical Education Act (VATEA)	8170		1,813,232	1,813,232
Other Federal Revenues	8190		5,535,453	5,535,453
<b>Total Federal Revenues</b>	8100	0	11,125,714	11,125,714
<b>State Revenues</b>	8600			
General Apportionments	8610			0
Apprenticeship Apportionment	8611	1,494,100		1,494,100
State General Apportionment	8612	54,571,608		54,571,608
Other General Apportionment	8613	942,321		942,321
General Categorical Programs	8620			
Child Development	8621			0
Extended Opportunity Programs and Services(EOPS)	8622		1,530,510	1,530,510
Disabled Students Programs and Services(DSPS)	8623		1,935,163	1,935,163
Temporary Assistance for Needy Families (TANF)	8624			0
California Work Opportunity and Responsibility to Kids (CalWORKs)	8625		391,181	391,181
Telecommunications and Technology Infrastructure Program (TTIP)	8626		14,452	14,452
Other General Categorical Programs	8627		9,217,113	9,217,113

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>EPA Proceeds</b>	8630	24,593,717		24,593,717
<b>Reimbursable Categorical Programs</b>	8650			
Instructional Improvement Grant	8651			0
Other Reimbursable Categorical Programs	8652		8,122,379	8,122,379
<b>State Tax Subventions</b>	8670			
Homeowners' Property Tax Relief	8671	295,240		295,240
Timber Yield Tax	8672	6		6
Other State Tax Subventions	8673			0
<b>State Non-Tax Revenues</b>	8680			
State Lottery Proceeds	8681	3,844,324	1,104,150	4,948,474
State Mandated Costs	8685	2,087,869		2,087,869
Other State Non-Tax Revenues	8686			0
Other State Revenues	8690			0
<b>Total State Revenues</b>	8600	87,829,185	22,314,948	110,144,133

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted Actual	Restricted Actual	General Fund Actual
<b>Local Revenues</b>	8800			
Property Taxes	8810			
Tax Allocation, Secured Roll	8811	39,961,546		39,961,546
Tax Allocation, Supplemental Roll	8812	1,144,948		1,144,948
Tax Allocation, Unsecured Roll	8813	1,529,150		1,529,150
Prior Years Taxes	8816	662,064		662,064
Education Revenues Augmentation Fund (ERAF)	8817	281,777		281,777
Redevelopment Agency Funds - Pass Through	8818	147,273		147,273
Redevelopment Agency Funds - Residual	8819	3,673,735		3,673,735
Redevelopment Agency Funds - Asset Liquidation	8819.1	2,111,500		2,111,500
Contributions, Gifts, Grants, and Endowments	8820		61	61
Contract Services	8830			
Contract Instructional Services	8831		45,083	45,083
Other Contract Services	8832		10,889	10,889
Sales and Commissions	8840	722		722
Rentals and Leases	8850	350,740		350,740
Interest and Investment Income	8860	271,538		271,538
Student Fees and Charges	8870			
Community Services Classes	8872			0
Dormitory	8873			0
Enrollment	8874	8,744,537		8,744,537
Contra Revenue Account	8874.1			0
Field Trips and Use of Nondistrict Facilities	8875			0
Health Services	8876		1,231,808	1,231,808
Instructional Materials Fees and Sales of Materials	8877		72,577	72,577
Insurance	8878			0
Student Records	8879	44,578		44,578
Nonresident Tuition	8880	2,100,223		2,100,223
Parking Services and Public Transportation	8881		936,649	936,649
Other Student Fees and Charges	8885	334,885	47,220	382,105
Other Local Revenues	8890	446,910	223,316	670,226
<b>Total Local Revenues</b>	8800	61,806,126	2,567,603	64,373,729
<b>Total Revenues</b>		149,635,311	36,008,265	185,643,576

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Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Other Financing Sources</b>	8900			
Proceeds of General Fixed Assets	8910	8,977		8,977
Proceeds of Long-Term Debt	8940			0
Incoming Transfers -- (8981/8982/8983)	898#			0
<b>Total Other Financing Sources</b>	8900	8,977	0	8,977
<b>Total Revenues and Other Financing Sources</b>		149,644,288	36,008,265	185,652,553

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Agriculture and Natural Resources	0100			158			158
Architecture and Environmental Design	0200						0
Environmental Sciences and Technologies	0300						0
Biological Sciences	0400	3,078,540	93,167	80,453	259,980		3,512,140
Business and Management	0500	3,612,719	227,434	151,520	14,035		4,005,708
Communications	0600	618,222	158,156	87,050	221,780		1,085,208
Computer and Information Science	0700	1,214,050	128,586	21,051	43,715		1,407,402
Education	0800	3,434,605	218,809	169,925	38,973		3,862,312
Engineering and Related Industrial Technology	0900	2,032,650	137,518	1,396,065	362,469		3,928,702
Fine and Applied Arts	1000	3,123,353	360,166	124,619	87,777		3,695,915
Foreign language	1100	1,609,393	17,390	926			1,627,709
Health	1200	3,525,290	333,220	53,393	33,457		3,945,360
Consumer Education And Home Economics	1300	1,286,091	27,641	19,457	21,919		1,355,108
Law	1400	233,292	2,635				235,927
Humanities(Letters)	1500	8,084,173	141,155	12,351	61,781		8,299,460
Library Science	1600	16,409	15,417	838	15,805		48,469
Mathematics	1700	6,632,012	164,477	24,963	93,162		6,914,614
Military Studies	1800						0
Physical Sciences	1900	3,631,412	45,300	78,408	31,154		3,786,274
Psychology	2000	1,033,128	6,008	182	19,783		1,059,101
Public Affairs and Services	2100	4,405,657	66,110	2,833,670	37,074		7,342,511
Social Sciences	2200	4,403,793	22,483	2,528	14,081		4,442,885
Commercial Services	3000			139,602			139,602
Interdisciplinary Studies	4900	12,075,240	1,546,528	1,098,256	640,230		15,360,254
Instruc Staff-Retirees' Bnfts & Retire Incents	5900	2,604,024					2,604,024
<b>Sub-Total Instructional Activites</b>		66,654,053	3,712,200	6,295,415	1,997,175		78,658,843
<b>Total Expenditures for GF Activities*</b>		66,926,619	82,171,954	27,869,776	6,435,576	3,150,606	186,554,531

\*Total Expenditures for GF Activities above is the grand total of Instructional and Non-Instructional activities.

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Instructional Administration and Governance	6000						
Academic Administration	6010		11,003,791	193,960	23,624		11,221,375
Course and Curriculum Development	6020		179,655	2,125			181,780
Academic / Faculty Senate	6030		619,426				619,426
Other Instructional Administration & Governance	6090		196,243	93,555			289,798
<b>Total Instructional Admin. &amp; Governance</b>		0	11,999,115	289,640	23,624	0	12,312,379
Instructional Support Services	6100						
Learning Center	6110	272,566	372,060	28,654	17,799		691,079
Library	6120		2,562,124	112,194	166,426		2,840,744
Media	6130		626,711	12,327	17,229		656,267
Museums and Galleries	6140						0
Academic Information Systems and Technology	6150						0
Other Instructional Support Services	6190		1,585,131	68,310	6,162		1,659,603
<b>Total Instructional Support Services</b>		272,566	5,146,026	221,485	207,616	0	5,847,693
Admissions and Records	6200		4,407,545	7,636	135,550		4,550,731
Student Counseling and Guidance	6300						
Counseling and Guidance	6310		7,224,320	86,417	43,538		7,354,275
Matriculation and Student Assessment	6320		879,919	54,066	49,301		983,286
Transfer Programs	6330		1,143,120	57,013			1,200,133
Career Guidance	6340		233,483	4,613			238,096
Other Student Counseling and Guidance	6390						0
<b>Total Student Counseling and Guidance</b>		0	9,480,842	202,109	92,839	0	9,775,790

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Other Student Services	6400						
Cal Work Opportunity and Responsibility to Kids *	6410						0
Disabled Student Programs and Services (DSPS)	6420		1,301,930	140,116	16,425		1,458,471
Extended Opportunity Programs and Services (EOPS)	6430		1,619,081	50,302			1,669,383
Health Services	6440		1,237,987	69,812	3,019		1,310,818
Student Personnel Administration	6450		309,675				309,675
Financial Aid Administration	6460		2,593,701	45,445	37,061		2,676,207
Job Placement Services	6470		668,910	526			669,436
Veterans Services	6480		171,963	6,063	1,211		179,237
Miscellaneous Student Services	6490		5,553,559	1,455,855	26,118		7,035,532
<b>Total Other Student Services</b>		0	13,456,806	1,768,119	83,834	0	15,308,759
Operation and maintenance of Plant	6500						
Building Maintenance and Repairs	6510		1,129,097	688,537	2,396		1,820,030
Custodial Services	6530		3,648,508	196,940	3,869		3,849,317
Grounds Maintenance and Repairs	6550		414,540	348,393			762,933
Utilities	6570			3,826,336			3,826,336
Other Operations and Maintenance of Plant	6590			2,427			2,427
<b>Total Operation and Maintenance of Plant</b>	6500	0	5,192,145	5,062,633	6,265	0	10,261,043
<b>Planning, Policymaking and Coordinations</b>	6600		2,198,824	911,162			3,109,986

\* California Work Opportunity and Responsibility to Kids (CalWORKS).



For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
General Institutional Support Services	6700						
Community Relations	6710		437,492	115,891	260		553,643
Fiscal Operations	6720		2,939,158	14,190	750		2,954,098
Human Resources Management	6730		1,198,298	93,919	3,836		1,296,053
Noninstruct Staff Retirees' Benefits & Retirement *	6740		3,693,526				3,693,526
Staff Development	6750		184,469	587,603			772,072
Staff Diversity	6760			9,263			9,263
Logistical Services	6770		3,046,858	2,640,018	19,310		5,706,186
Management Information Systems	6780		6,145,660	2,292,629	1,143,272		9,581,561
Other General Institutional Support Services	6790		2,752,108	5,778,838	18,448		8,549,394
<b>Total General Institutional Support Services</b>	6700	0	20,397,569	11,532,351	1,185,876	0	33,115,796
Community Services & Economic Development	6800						
Community Recreation	6810						0
Community Service Classes	6820			1,029			1,029
Community Use of Facilities	6830		233,394	6,787			240,181
Economic Development	6840		1,954,294	376,981	30,950		2,362,225
Other Community Services & Economic Development	6890		209,536	388,971			598,507
<b>Total Community Services</b>	6800	0	2,397,224	773,768	30,950	0	3,201,942

\* Noninstructional Staff Retirees' Benefits & Retirement Incentives.

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Ancillary Services	6900						
Bookstore	6910		90,710				90,710
Child Development Centers	6920						0
Farm Operations	6930						0
Food Services	6940						0
Parking	6950		1,238,703	123,229	10,915		1,372,847
Student and Co-Curricular Activities	6960		212,246	450,395	266		662,907
Student Housing	6970						0
Other Ancillary Services	6990		517,755				517,755
<b>Total Ancillary Services</b>	6900	0	2,059,414	573,624	11,181	0	2,644,219
Auxiliary Operations	7000						
Contract Education	7010			1,632			1,632
Other Auxiliary Operations	7090		614,447				614,447
<b>Total Auxiliary Operations</b>	7000	0	614,447	1,632	0	0	616,079

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
<b>Physical Property and Related Acquisitions</b>	7100		1,109,797	230,202	2,660,666		4,000,665
Long-Term Debt and Other Financing	7200						
Long_Term Debt	7210						0
Tax revenue Anticipation Notes	7220						0
Other Financing	7290						0
<b>Total Long-Term Debt and Other Financing</b>	7200	0	0	0	0	0	0
Transfers, Student Aid and Other Outgo	7300						
Transfers	7310					2,389,948	2,389,948
Student Aid	7320					760,658	760,658
Other Outgo	7390						0
<b>Total Transfers, Student Aid and Other Outgo</b>	7300	0	0	0	0	3,150,606	3,150,606
<b>Sub-Total Non-Instructional Activities</b>		272,566	78,459,754	21,574,361	4,438,401	3,150,606	107,895,688
<b>Total Expenditures General Fund: activities *</b>		66,926,619	82,171,954	27,869,776	6,435,576	3,150,606	186,554,531

\* Total Expenditures for the General Fund: Instructional Activities and Non-Instructional Activities.

Gann Appropriations Limit

GANN Report

DISTRICT NAME: RANCHO SANTIAGO

I.	2015-2016 Appropriations Limit:			
A.	2014-2015 Appropriations Limit:			\$233,297,998
B.	2015-2016 Price Factor:	1.0382		
C.	Population factor:			
	1. 2013-2014 Second Period Actual FTES	28,952.14		
	2. 2014-2015 Second Period Actual FTES	29,052.94		
	3. 2014-2015 Population change factor (C2/C1)	1.0035		
D.	2014-2015 Limit adjusted by inflation and population factors (A * B * C.3)			\$243,057,716
E.	Adjustments to increase limit:			
	1. Transfers in of financial responsibility		\$0	
	2. Temporary voter approved increases		0	
	3. Total adjustments - increase			0
	Sub-Total (D + E.3)			\$243,057,716
F.	Adjustments to decrease limit:			
	1. Transfers out of financial responsibility		\$0	
	2. Lapses of voter approved increases		0	
	3. Total adjustments - decrease			0
G.	2015-2016 Appropriations Limit (D + E.3 - F.3)			\$243,057,716
II.	2015-2016 Appropriations Subject to Limit:			
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)			85,663,159
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)			360,129
C.	Local Property taxes			60,050,220
D.	Estimated excess Debt Service taxes			0
E.	Estimated Parcel taxes, Square Foot taxes, etc.			0
F.	Interest on proceeds of taxes			61,143
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates			769,432
H.	2015-2016 Appropriations Subject to Limit			\$145,365,219

For Actual Year: 2014-2015

Budget Year: 2015-2016

General Fund

Description	Object Code	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100			11,125,714	10,168,614	11,125,714	10,168,614
State Revenues	8600	87,829,185	107,173,946	22,314,948	40,744,593	110,144,133	147,918,539
Local Revenues	8800	61,806,126	70,665,236	2,567,603	2,812,613	64,373,729	73,477,849
<b>Total Revenues</b>		149,635,311	177,839,182	36,008,265	53,725,820	185,643,576	231,565,002
<b>EXPENDITURES:</b>							
Academic Salaries	1000	61,579,162	65,313,184	7,248,036	7,803,068	68,827,198	73,116,252
Classified Salaries	2000	29,591,168	30,452,290	9,666,467	12,130,441	39,257,635	42,582,731
Employee Benefits	3000	36,193,816	41,590,822	4,819,924	6,426,461	41,013,740	48,017,283
Supplies and Materials	4000	686,575	884,884	1,699,439	3,076,914	2,386,014	3,961,798
Other Operating Expenses and Services	5000	16,617,663	35,708,931	8,866,099	21,215,340	25,483,762	56,924,271
Capital Outlay	6000	3,946,167	1,690,958	2,489,409	3,812,638	6,435,576	5,503,596
<b>Total Expenditures</b>		148,614,551	175,641,069	34,789,374	54,464,862	183,403,925	230,105,931
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		1,020,760	2,198,113	1,218,891	(739,042)	2,239,651	1,459,071
<b>Other Financing Sources</b>	8900	8,977	5,000			8,977	5,000
<b>Other Outgo</b>	7000	2,379,302	3,250,000	771,304	862,433	3,150,606	4,112,433
<b>Net Increase/(Decrease) in Fund Balance</b>		(1,349,565)	(1,046,887)	447,587	(1,601,475)	(901,978)	(2,648,362)
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010	27,266,692	25,917,127	2,337,231	2,784,818	29,603,923	28,701,945
Prior Years Adjustments	9020					0	
Adjusted Beginning Balance	9030	27,266,692		2,337,231		29,603,923	
<b>Ending Fund Balance, June 30</b>		25,917,127	24,870,240	2,784,818	1,183,343	28,701,945	26,053,583

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2014-2015

Budget Year: 2015-2016

DEBT SERVICE FUNDS

Description	Object Code	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND REDEMPTION FUND		REVENUE BOND INTEREST AND REDEMPTION FUND		OTHER DEBT SERVICE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	167,456					
Local Revenues	8800	25,917,348	26,207,000				
<b>Total Revenues</b>		26,084,804	26,207,000	0	0	0	0
Other Financing Sources	8900						
Interfund Transfers In	8981						
Other Incoming Transfers	8983	6,075,775					
<b>Total Other Financing Sources</b>		6,075,775	0	0	0	0	0
Other Outgo	7000						
Debt Retirement (Long Term Debt)	7100						
Debt Reduction	7110	8,139,758	15,582,544				
Debt Interest and Other Service Charges	7120	12,329,003	14,156,949				
Transfers Outgoing	7300 & 7400						
Reserve for Contingencies	7900						
<b>Total Other Outgo</b>	7000	20,468,761	29,739,493	0	0	0	0
<b>Net Other Financing Sources / (Other Outgo)</b>	8900 & 7000	(14,392,986)	(29,739,493)	0	0	0	0
<b>Net Increase/Decrease in Fund Balance</b>		11,691,818	(3,532,493)	0	0	0	0
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010	16,065,547	27,757,365		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	16,065,547		0		0	
<b>Ending Fund Balance, June 30</b>		27,757,365	24,224,872	0	0	0	0

For Actual Year: 2014-2015

Budget Year: 2015-2016

Special Revenue Funds

Description	Object	FUND: 31		FUND 32		FUND 33	
	Code	BOOKSTORE FUND		CAFETERIA FUND		CHILD DEVELOPMENT FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100					2,241,739	1,381,954
State Revenues	8600					3,433,874	3,770,403
Local Revenues	8800	7,373,542	7,571,160			419,529	552,749
<b>Total Income</b>		7,373,542	7,571,160	0	0	6,095,142	5,705,106
<b>Expenditures</b>							
Academic Salaries	1000					2,189,560	2,053,204
Classified Salaries	2000	999,526	1,039,508			1,461,488	1,664,661
Employee Benefits	3000	381,829	389,169			1,422,649	1,353,652
Supplies and Materials	4000	5,005,727	5,552,900			330,977	329,288
Other Operating Expenses and Services	5000	339,978	364,032			671,914	512,366
Capital Outlay	6000	43,523	55,000			142,641	12,900
<b>Total Expenditures</b>		6,770,583	7,400,609	0	0	6,219,229	5,926,071
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		602,959	170,551	0	0	(124,087)	(220,965)
<b>Other Financing Sources</b>	8900					140,000	250,000
<b>Other Outgo</b>	7000	459,445	476,220				
<b>Net Increase/(Decrease) in Fund Balance</b>		143,514	(305,669)	0	0	15,913	29,035
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	4,192,775	4,336,289		0	0	15,913
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	4,192,775		0		0	
<b>Ending Fund Balance, June 30</b>		4,336,289	4,030,620	0	0	15,913	44,948

For Actual Year: 2014-2015

Budget Year: 2015-2016

Special Revenue Funds

Description	Object	FUND: 34		FUND 35		FUND 39	
	Code	FARM OPERATION FUND		REVENUE BOND PROJECT FUND		OTHER SPECIAL REVENUE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800						
<b>Total Income</b>		0	0	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0



For Actual Year: 2014-2015

Budget Year: 2015-2016

Capital Projects Funds

Description	Object	FUND: 41		FUND 42		FUND 43	
	Code	CAPITAL QUTLAY PROJECTS FUND		REVENUE BOND CONSTRUCTION FUND		GENERAL OBLIGATION BOND FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	4,029,468	3,456,437				
Local Revenues	8800	3,291,915	2,976,656	59,650	52,194	172,417	175,000
<b>Total Income</b>		7,321,383	6,433,093	59,650	52,194	172,417	175,000
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000		2,000				
Other Operating Expenses and Services	5000	211,347	270,034	9,982	46,200	29,885	65,000
Capital Outlay	6000	3,599,743	19,089,577	6,200,156	11,629,243	17,289,816	180,748,775
<b>Total Expenditures</b>		3,811,090	19,361,611	6,210,138	11,675,443	17,319,701	180,813,775
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		3,510,293	(12,928,518)	(6,150,488)	(11,623,249)	(17,147,284)	(180,638,775)
<b>Other Financing Sources</b>	8900	2,250,000	3,000,000			70,000,000	128,000,000
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		5,760,293	(9,928,518)	(6,150,488)	(11,623,249)	52,852,716	(52,638,775)
<b>Begining Fund Balance:</b>							
Net Beginning Balance, July 1	9010	34,754,824	40,515,117	18,472,841	12,322,353		52,852,716
Prior Years Adustments	9020						
Adjusted Beginning Balance	9030	34,754,824		18,472,841		0	
<b>Ending Fund Balance, June 30</b>		40,515,117	30,586,599	12,322,353	699,104	52,852,716	213,941

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2014-2015

Budget Year: 2015-2016

Enterprise Funds

Description	Object	FUND: 51		FUND 52		FUND 53	
	Code	BOOKSTORE FUND		CAFETERIA FUND		FARM OPERATIONS	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0	0	0	0	0
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Net Profit or Loss</b>		0	0	0	0	0	0
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2014-2015

Budget Year: 2015-2016

Enterprise Funds

Description	Object	FUND: 59					
	Code	OTHER ENTERPRISE FUND					
		Actual	Budget				
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0				
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0				
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0				
<b>Net Profit or Loss</b>		0	0				
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0				
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0				
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0					
<b>Ending Fund Balance, June 30</b>		0	0				

For Actual Year: 2014-2015

Budget Year: 2015-2016

Internal Service Funds

Description	Object	FUND: 61		FUND 69			
	Code	SELF-INSURANCE FUND		OTHER INTERNAL SERVICES FUND			
		Actual	Budget	Actual	Budget		
<b>REVENUES:</b>							
Local Revenues	8800	4,601,095	4,602,225	8,824,255	8,550,167		
Other Financing Sources	8900						
<b>Total Income</b>		4,601,095	4,602,225	8,824,255	8,550,167		
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	159,367	159,368				
Employee Benefits	3000	84,001	85,319	8,350,167	8,350,167		
Supplies and Materials	4000	(5,877)	47,889				
Other Operating Expenses and Services	5000	3,072,181	4,288,545	28,535	30,000		
Capital Outlay	6000	29,940	79,750				
<b>Total Expenditures</b>		3,339,612	4,660,871	8,378,702	8,380,167		
<b>Net Profit or Loss</b>		1,261,483	(58,646)	445,553	170,000		
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		1,261,483	(58,646)	445,553	170,000		
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	8,911,676	10,173,159	(12,927,145)	(12,481,592)		
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	8,911,676		(12,927,145)			
<b>Ending Fund Balance, June 30</b>		10,173,159	10,114,513	(12,481,592)	(12,311,592)		

For Actual Year: 2014-2015

Budget Year: 2015-2016

Fiduciary Funds Group

Description	Object	FUND: 71		FUND 72		FUND 73	
	Code	ASSOCIATED STUDENTS TRUST FUND	REPRESENTATION FEE TRUST FUND	Actual	Budget	Actual	Budget
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800	184,807	198,000	76,854	73,000		
<b>Total Income</b>		184,807	198,000	76,854	73,000	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	19,294	19,409				
Employee Benefits	3000	859	962				
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	92,789	131,775	36,887	73,900		
Capital Outlay	6000						
<b>Total Expenditures</b>		112,942	152,146	36,887	73,900	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		71,865	45,854	39,967	(900)	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		71,865	45,854	39,967	(900)	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	319,117	390,982	34,436	74,403		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	319,117		34,436		0	
<b>Ending Fund Balance, June 30</b>		390,982	436,836	74,403	73,503	0	0

For Actual Year: 2014-2015

Budget Year: 2015-2016

**Fiduciary Funds Group**

Description	Object	FUND: 74		FUND 75		FUND 76	
	Code	FINANCIAL AID TRUST FUND		SCHOLARSHIP & LOAN TRUST FUND		INVESTMENT TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	23,608,996	26,639,741				
State Revenues	8600	2,159,299	1,894,200				
Local Revenues	8800	9,666	18,822				
<b>Total Income</b>		25,777,961	28,552,763	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	12,669	50,079				
Capital Outlay	6000						
<b>Total Expenditures</b>		12,669	50,079	0	0	0	0
<b>Excess/(Deficiency) of Revenues over Expenditures</b>		25,765,292	28,502,684	0	0	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000	25,782,792	28,550,941				
<b>Net Increase/(Decrease) in Fund Balance</b>		(17,500)	(48,257)	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	1,300,325	1,282,825		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	1,300,325		0		0	
<b>Ending Fund Balance, June 30</b>		1,282,825	1,234,568	0	0	0	0

For Actual Year: 2014-2015

Budget Year: 2015-2016

**Fiduciary Funds Group**

Description	Object	FUND: 77		FUND 79	
	Code	DEFERRED COMPENSATION TRUST FUND		OTHER TRUST FUNDS	
		Actual	Budget	Actual	Budget
<b>REVENUES:</b>					
Federal Revenues	8100				
State Revenues	8600				
Local Revenues	8800			2,336,890	2,545,355
<b>Total Income</b>		0	0	2,336,890	2,545,355
<b>Expenditures</b>					
Academic Salaries	1000			969	11,627
Classified Salaries	2000			620,113	679,232
Employee Benefits	3000			143,065	163,132
Supplies and Materials	4000			55,829	50,259
Other Operating Expenses and Services	5000			1,200,766	1,508,613
Capital Outlay	6000			183,262	132,968
<b>Total Expenditures</b>		0	0	2,204,004	2,545,831
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	132,886	(476)
<b>Other Financing Sources</b>	8900			461,945	476,220
<b>Other Outgo</b>	7000			2,500	
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	592,331	475,744
<b>Beginning Fund Balance:</b>					
Net Beginning Balance, July 1	9010		0	1,470,420	2,062,751
Prior Years Adjustments	9020				
Adjusted Beginning Balance	9030	0		1,470,420	
<b>Ending Fund Balance, June 30</b>		0	0	2,062,751	2,538,495

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Fund Number In	Fund Name	Fund Number Out	Fund Name	Amount Transferred
33	CHILD DEVELOPMENT FUND	11	UNRESTRICTED SUBFUND	140,000
41	CAPITAL OUTLAY PROJECTS FUND	11	UNRESTRICTED SUBFUND	2,250,000
79	OTHER TRUST FUNDS	31	BOOKSTORE FUND	459,445



For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010					687,475	
Adjustments	9020						
Adjusted Beginning Balance	9030		0			687,475	
Actual Fiscal Year Data							
State Lottery Proceeds:	8681		3,844,324			1,104,150	
		Instructional & Institutional Unrestricted				Instructional Materials Propostition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
<b>Supplies &amp; Materials</b>	4000						
Software	4100				0	99,887	99,887
Books, Magazines, & Periodicals	4200				0	13,308	13,308
Instructional Supplies & Materials	4300				0	751,698	751,698
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	0	0	0	864,893	864,893
Other Operating Expenses and Services	5000		3,844,324		3,844,324	53,154	3,897,478
Capital Outlay	6000						
Library Books	6300				0	52,710	52,710
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	52,710	52,710
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	3,844,324	0	3,844,324	970,757	4,815,081
<b>Ending Balance</b>					0	820,868	820,868

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		Total
		Instructional & Institutional Unrestricted	Support Activities	Support Activities	Total Unrestricted	Instructional Materials Proposition 20	
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010					820,868	
Adjustments	9020						
Adjusted Beginning Balance	9030	0				820,868	
Budget Fiscal Year Data							
State Lottery Proceeds:	8681		4,125,006			1,208,038	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
<b>Supplies &amp; Materials</b>							
Software	4100				0	11,063	11,063
Books, Magazines, & Periodicals	4200				0	17,662	17,662
Instructional Supplies & Materials	4300				0	1,697,924	1,697,924
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	0	0	0	1,726,649	1,726,649
Other Operating Expenses and Services	5000		4,125,006		4,125,006	227,779	4,352,785
<b>Capital Outlay</b>							
Library Books	6300				0	74,478	74,478
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	74,478	74,478
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	4,125,006	0	4,125,006	2,028,906	6,153,912
<b>Ending Balance</b>					0	0	

Annual Financial and Budget Report

For Actual Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

<b>EPA Revenue</b>	24,593,717
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Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	Total
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	
Instructional Activities	0100-5900	24,593,717	0	0	24,593,717
<b>TOTAL</b>		24,593,717	0	0	24,593,717

Annual Financial and Budget Report

For Actual Year: 2014-2015

Budget Year: 2015-2016

District ID: 870

Name: RANCHO SANTIAGO

Fiscal Year	STRS		PERS		Other	Total	Increase	
	Amount	Rate	Amount	Rate			Amount	Rate
2013-14	5,022,338	8.25%	4,302,377	11.44%		9,324,715	N/A	N/A
2014-15	5,669,244	8.88%	4,571,283	11.77%		10,240,527	915,812	9.82%
2015-16	7,554,540	10.73%	4,972,311	11.85%		12,526,851	2,286,324	22.33%
2016-17	8,634,006	12.58%	5,736,159	13.05%		14,370,165	1,843,314	14.71%
2017-18	9,745,856	14.43%	6,260,668	16.60%		16,006,524	1,636,359	11.39%
2018-19	10,891,061	16.28%	6,800,912	18.20%		17,691,973	1,685,449	10.53%
2019-20	12,070,622	18.13%	7,392,142	19.90%		19,462,764	1,770,791	10.01%
2020-21	12,707,649	19.10%	7,571,250	20.40%		20,278,899	816,135	4.19%

**Does the district have a plan to fund these expenses through 2020-21?**

No

**Explain Yes or No**

The District will need to make budget reductions in excess of any new revenues to pay for these cost increases in each budget year.

4.2 (49)

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Adoption of Resolution No.15-19 – Agreement for Energy Conservation Services with McCarthy Building Companies, Inc. for the new Central Plant Building Project at Santa Ana College	
Action:	Request for Adoption	

**BACKGROUND:**

Santa Ana College has approximately 614,000 gross square footage (GSF) of campus buildings that are not connected to a central chilled water system but which operate on standalone HVAC systems. The College wishes to convert seven (7) of the buildings, approximately 250,000 GSF, to a centralized chilled water system with thermal energy storage (TES), which will improve the campus energy efficiency by replacing the air-cooled package units and air-cooled chillers with centralized water-cooled chillers, which will not only improve the energy efficiency of the system, but will reduce the campus peak electrical demand by shifting it to off-peak periods.

The plans and specifications for the new Central Plant Building, Infrastructure and Mechanical Building Upgrades at Santa Ana College have been approved by DSA. The central plant and ice thermal energy storage (TES) system consists of two 600 ton water cooled chillers, glycol pumps, chilled water/glycol heat exchanger, site distribution pumps and cooling tower, condenser water pumps, distribution piping and connection of the seven buildings with provisions in the underground piping system to allow for future expansion to other buildings as funding becomes available. A new dedicated building and mechanical yard will be constructed for the central plant. In addition, the project includes a new electrical building, 4160 volt electrical upgrades, new utilities, and HVAC mechanical upgrades for seven buildings.

The project was reviewed with the California Community College Investor Owned Utilities partnership (CCCIU) and Southern California Edison (SCE), and deemed to be an energy efficient project that is eligible for energy savings rebates. District staff consulted with Sherman Wong, legal counsel, who confirmed that Government Code Sections 4217.10-18 authorizes a public agency to enter into an energy service contract for energy conservation measures upon terms in the best interest of the District, provided that certain findings are made by the District's Board of Trustees in connection with such an energy service contract.

**ANALYSIS:**

The District has obtained analyses and reports from two engineering consulting firms. P2S Engineering, Inc. (P2S) was retained to conduct an independent investigation and analysis of projected energy savings and energy cost savings from the implementation of a central plant with TES for purposes of qualifying for SCE's Permanent Load Shifting Program incentive. P2S'

conclusions and estimations are contained within their July 31, 2015 Final Report. Pezeshki Engineering, Inc. (PEI) the project engineer of record conducted a Central Plant Feasibility Study in 2011.

P2S concluded that in addition to qualifying for SCE’s incentive program, based upon the SCE TOU-8-CPP rate, campus load profiles and existing and future equipment efficiencies with the implementation of the proposed central plant, the College can expect to reduce peak demand by 700 kW and reduce electrical consumption by 498,300 kWh per year. P2S’ and PEI’s estimated energy cost savings and energy savings are set forth below:

	P2S Estimated Energy Costs	P2S Estimated Energy Savings	PEI Estimated Energy Costs	PEI Estimated Energy Savings	Combined Estimated Energy Costs	Combined Estimated Energy Savings
Electrical kWh	\$ 98,000	498,300 kWh	\$223,143	1,604,070 kWh	\$321,143	2,102,070 kWh
Gas Therms			\$ 17,699	44,943 Therms	\$ 17,699	44,943 Therms
M&O	\$ 72,000			Not Calculated	\$ 72,000	
TOU Load Shift	Included in Electrical Savings	700 kWh				700 kWh
Per Year Totals	\$170,000*	499,000 kWh	\$240,984**		\$410,842	2,102,780 kWh 44 943 Therms
<p>* The estimated 20 year energy cost savings is anticipated to be \$2,628,000 with annual escalation for IOU electricity and estimated M&amp;O savings of \$1,935,000, for combined savings of \$4,563,000.  ** The estimated 20 year energy cost savings, without adjustment for annual escalation of IOU electricity and gas and without considering M&amp;O cost savings, is \$4,819,680. P2S and PEI have an estimated combined savings in excess of \$9,382,680 over 20 years.</p>						

While the estimated cost savings of \$9,382,680 over a 20-Year period will not provide for complete payback of the Guaranteed Maximum Price (GMP) cost of \$48,357,109 for the entire project scope within a reasonable time, the new Central Plant Building Project replaces older, inefficient HVAC equipment in seven buildings, much of which was found to be in poor condition and at the end of its useful life cycle. The College will get a more energy efficient central plant with much longer service life with less maintenance efforts on centralized cooling equipment versus the current unitary air-cooled equipment (package units for each building). The project includes other necessary infrastructure and capacity for SAC’s future expansion, including the cooling load requirements for proposed new buildings identified in the Facilities Master Plan, utility system upgrades that are not part of the cooling plant, such as water distribution, communications distribution and electrical and gas distribution upgrades that will result in additional energy efficiencies. In addition, the Project costs include trenching, backfilling, paving, and replacement of site hardscaping and landscaping, all of which are necessary and incidental to the new Central Plant Building Project.

Significantly, the Energy Services Agreement does fall within the parameters of Government Code §4217.12, because the anticipated cost to the District for thermal (with estimated savings of 44,943 therms per year) or electrical energy (with estimated energy savings of over two million kWhs per year) or conservation services provided by the energy conservation facility under the contract will be approximately \$410,842 less annually than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases.

In compliance with §4217.16, District Staff has engaged in a comprehensive review and evaluation of McCarthy Building Companies Inc.’s procurement, construction and installation

services for the Energy Conservation Facility and finds that it meets the criteria of: (a) prior history of designing, procuring and installing energy conservation projects and the type of technology to be employed; (b) existing staff and operational resources sufficient to complete procurement and installation of the energy conservation equipment; (c) client satisfaction; (d) sufficient financial capacity; and (e) the cost proposal is within the Project estimates and Project Budget.

A committee of four members and the District’s third party estimator, reviewed the Guaranteed Maximum Price proposal and committee members conducted several negotiation meetings with McCarthy. The District requested a proposal to be generated which included: a list of all bidders solicited, information on the prequalification process of sub-contractors; methods and plan to execute the project, the proposed project team, a record of past performance, safety record, the proposed price for the project broken down by sub-bid categories, a listing of all the sub-contractor bids, general conditions breakdown, clarifications, allowances, contingencies, fees and a schedule for the project.

The Energy Services Agreement has a Guaranteed Maximum Price of \$48,357,109 and includes provisions requiring McCarthy Building Companies’ compliance with, among other things, the District’s Community and Student Workforce Project Agreement.

The District’s contingency/allowance for the project is \$4,500,000 for a total contract cost of \$52,857,109. Any unused contingency is returned to the District at the end of the project once a final reconciliation of costs and accounting is completed to close the project. The final accounting to close out the contract will be brought back at the same time a Notice of Completion is prepared for the Board of Trustees consideration.

This project is projected to start on September 29, 2015 with a projected completion date of October 24, 2017 excluding weather or government delays.

This Project is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 15-19 – Agreement for Energy Conservation Services with McCarthy Building Companies, Inc. for the new Central Plant Building Project at Santa Ana College as presented.

Fiscal Impact:	\$52,857,109	Board Date: September 28, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facilities Planning, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION APPROVING AGREEMENT FOR ENERGY  
CONSERVATION SERVICES WITH MCCARTHY BUILDING  
COMPANIES, INC. FOR CENTRAL PLANT INFRASTRUCTURE AT  
SANTA ANA COLLEGE PURSUANT TO GOVERNMENT CODE  
SECTIONS 4217.10-18**

**RESOLUTION NO. 15-19**

**WHEREAS**, the Ranch Santiago Community College District (“District”) is a public agency as that term is defined in Government Code §4217.11(j).

**WHEREAS**, §4217.10, et seq., authorizes public agencies to enter energy service contracts and any necessarily related facility ground leases without competitive bid on terms that its governing body determines are in the best interests of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds that the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases.

**WHEREAS**, the District has obtained two separate reports regarding investigations and analyses conducted by P2S Engineering, Inc. and Pezeshki Engineering, Inc. (“PEI”). P2S performed an investigation of the existing and proposed equipment efficiencies, campus loads, operations and maintenance and provide energy modeling, estimations regarding demand reduction, energy use, and other energy conservation project costs and assessed the feasibility of realizing actual energy and energy cost savings by implementing the New Central Plant Building Project, all of which is confirmed in its July 31, 2015 Final Report. PEI, the Project Engineer of Record, also conducted a Central Plant Feasibility Study in 2011, calculating the combined annual estimated electrical energy savings per kWh for the seven buildings in conjunction with the District’s replacement of the EMS system and other outdated HVAC equipment such as boilers, pumps and air handlers. P2S’ and PEI’s estimated energy cost savings and energy savings are set forth below:

	P2S Estimated Energy Costs	P2S Estimated Energy Savings	PEI Estimated Energy Costs	PEI Estimated Energy Savings	Combined Estimated Energy Costs	Combined Estimated Energy Savings
Electrical kWh	\$ 98,000	498,300 kWh	\$223,143	1,604,070 kWh	\$321,143	2,102,070 kWh
Gas Therms			\$ 17,699	44,943 Therms	\$ 17,699	44,943 Therms
M&O	\$ 72,000			Not Calculated	\$ 72,000	
TOU Load Shift	Included in Electrical Savings	700 kWh				700 kWh
Per Year Totals	\$170,000*	499,000 kWh	\$240,984**		\$410,842	2,102,780 kWh 44 943 Therms

\* The estimated 20 year energy cost savings is anticipated to be \$2,628,000 with annual escalation for IOU electricity and estimated M&O savings of \$1,935,000, for combined savings of \$4,563,000.

\*\* The estimated 20 year energy cost savings, without adjustment for annual escalation of IOU electricity and gas and without considering M&O cost savings, is \$4,819,680. Thus, P2S and PEI have an estimated combined savings in excess of \$9,382,680 over 20 years.



**WHEREAS**, the New Central Plant Building Project will consist of a central plant with two chillers and ice thermal energy storage (TES) in a central plant building and will include: (i) new underground chilled water distribution piping system; (ii) replacement and/or modification of existing rooftop HVAC equipment to make it suitable for central plant operations; (iii) provisions in the underground piping system to allow for future expansion to other buildings as funding become available; (iv) updates and upgrades to other utility infrastructure including, the storm water system, electrical conduit, and plumbing, gas and electrical distribution systems; and (v) replace landscaping, paving and site work incidental to the Project construction. The Project not only has the added benefit of replacing equipment that is at the end of its useful life and reducing maintenance and operations costs for the District, it will provide for connectivity for the District's future building expansion, and also qualify for an incentive from SCE's Permanent Load Shift (PLS) Program Permanent Load Shift (PLS) Program, estimated to be \$343,000.

**WHEREAS**, as set forth above, the anticipated cost to the District for the thermal (with estimated savings of 44,943 therms per year), electrical energy (with estimated energy savings of over two million kWhs per year) or conservation services provided by the energy conservation facility (Central Plant Facility) under the contract is estimated to be approximately \$468,991 less annually than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases.

**WHEREAS**, the District Staff recommends the award of the Energy Services Contract to McCarthy Building Companies, Inc. ("McCarthy"). In accordance with Government Code § 4217.16, District Staff has engaged in a comprehensive review and evaluation of McCarthy's experience in procuring, constructing and installing similar energy conservation facilities and finds that it has: (a) a prior history of designing, procuring and installing energy conservation projects of the type and technology to be employed in this Project; (b) existing staff and operational resources sufficient to complete procurement and installation of the energy conservation project; (c) established client satisfaction; (d) sufficient financial capacity; (e) submitted a guaranteed maximum price cost proposal within the District's Project Budget; and (f) has agreed to the District's proposed form of contract which sets forth terms and conditions that are in the best interests of the District.

**WHEREAS**, public notice of the Board of Trustees consideration of this Resolution was posted at least two (2) weeks in advance of the date of the public meeting of the Board of Trustees to consider this Resolution.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Energy Savings Findings. The District's Board of Trustees finds that the anticipated cost to the District for the thermal or electrical energy or conservation services (i.e., energy savings) provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed

by the District in the absence of the Contract, and that it is in the best interest of the District to approve and enter into the Contract.

Section 3. Energy Conservation Facility Contract Approval. The form of the Contract by and between the District and McCarthy Building Companies Inc., presented herewith is hereby approved. The Chancellor or Chancellor's designee is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to McCarthy Building Companies Inc., the Contract and related documents as necessary to carry out the Contract, subject to such minor changes thereto as such officer or person may require and approve, with the approval of District counsel.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 28th of September, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Lawrence R. Labrado, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

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President of the Board of Trustees  
Rancho Santiago Community College District

I, John Hanna, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 28<sup>th</sup> day of September, 2015, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 28th day of September, 2015.

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Clerk of the Board of Trustees  
Rancho Santiago Community College District

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Agreement with Knowland Construction Services for DSA Inspector of Record, Testing & Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for DSA Inspector of Record (IOR), Testing and Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades project at Santa Ana College. As required for all major construction projects, the District must hire a DSA-certified inspector to ensure the project is constructed in accordance with the DSA approved plans.

**ANALYSIS:**

A Request for Proposal #1516-118 for Construction Inspection Services was released to seven pre-qualified firms on August 17, 2015 with a due date of August 28, 2015. The District received six responses from Knowland Construction Services (Rancho Palos Verdes), Independent Construction Inspections, Inc. (Norco), BPI Inspection Services (Los Angeles), Stephen Payte DSA Inspections, Inc. (Sierra Madre), Sandy Pringle Associates (Torrance) and Martin Brothers Construction Services (Costa Mesa). A panel convened on August 31, 2015 to review the proposals and interviewed Knowland Construction Services on September 3, 2015. The selection and interview committee recommends Knowland Construction Services by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, approach to the project, fee and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the project. It is recommended that the District enter into an agreement with Knowland Construction Services for DSA mandated construction inspection services for the Central Plant project at Santa Ana College.

The services covered by this agreement will commence on September 29, 2015, and ends March 31, 2018. Knowland Construction Services will provide one full-time lead IOR Class 1 inspector for an estimated period of 30 months at an hourly rate of \$76.00/hour, and a second IOR Class 1 inspector for an estimated period of 15 months at an hourly rate of \$76.00/hour. The services are based on not-to-exceed fee of \$660,000. The District reviewed the numbers of hours and hourly rates and found the proposed fee to be fair and reasonable.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Knowland Construction Services for DSA Inspector of Record, Testing & Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College as presented.

Fiscal Impact:	\$660,000	Board Date: September 28, 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: 9/28/15**

Project: Central Plant, Infrastructure and Mechanical Upgrades    Site: **Santa Ana College**

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Consultants: **Knowland Construction Services**

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Type of Service: DSA Inspector of Record

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$660,000.00	none	9/29/2015	3/31/2018
<b>Total Agreement Amount</b>		<b>\$660,000.00</b>			

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**DESCRIPTION:**

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Agreement for DSA Inspector of Record (IOR), Testing and Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades project at Santa Ana College.

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**Total Proposed Amount:** **\$660,000.00**

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**Contract End Date:** **3/31/2018**

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for materials testing and inspection consulting services for the Central Plant, Infrastructure and Mechanical Upgrades project at Santa Ana College. Materials testing and inspection services are required during the course of construction and are a DSA requirement for this project.

**ANALYSIS:**

A Request for Proposal (RFP) #1415-117 for Materials Testing & Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades project at Santa Ana College was released to all eight pre-qualified firms on August 5, 2015 with a due date of August 20, 2015. The District received five responses from Koury Engineering & Testing, Inc. (Chino), Southwest Inspection & Testing (La Habra), Ninyo & Moore (Irvine), Converse Consultants (Monrovia) and Smith-Emery Laboratories (Los Angeles). A panel of four members convened on August 24, 2015 to review the proposals and conducted an interview with Smith-Emery on August 28, 2015 and Converse Consultants on September 1, 2015. The selection and interview committee recommends Smith-Emery Laboratories by consensus based upon a thorough review and the culmination of their RFP response, experience, team members, reference checks, approach to the project, fee, schedule and familiarity with the scope of work, and type of inspections required for central plant project. It is recommended that the District enter into an agreement with Smith-Emery Laboratories for Material Testing & Inspections Services at the Central Plant project at Santa Ana College.

The services covered by this agreement will commence on September 29, 2015, and ends March 31, 2018. The services are based on a not-to-exceed fee in the amount of \$429,651. The District reviewed the number of hours and the number of proposed tests and found the fee to be fair and reasonable.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College as presented.

Fiscal Impact:	\$429,651	Board Date: September 28, 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: 9/28/15**

Project: Central Plant, Infrastructure and Mechanical Upgrades    Site: **Santa Ana College**

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Consultants: **Smith-Emery Laboratories**

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Type of Service: Materials Testing & Inspection Services

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$429,651.00	none	9/29/2015	3/31/2018
<b>Total Agreement Amount</b>		<u>\$429,651.00</u>			

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**DESCRIPTION:**

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Agreement for material testing & inspection services  
for the Central Plant project at Santa Ana College

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**Total Proposed Amount:** **\$429,651.00**

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**Contract End Date:** **3/31/2018**

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Cellular Agreement with Sprint for Relocation of Antenna Equipment on Dunlap Hall at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The District and Nextel entered into a Communications Site Lease Agreement on February 27, 2001 (“Site Lease”). Sprint is the successor in interest to Nextel for the Site Lease. Under the Site Lease agreement, Nextel (Sprint) has leased a portion of the roof on the Dunlap Hall building at Santa Ana College and placed wireless antennas and associated equipment. The District is planning to replace the existing roof of the Dunlap Hall. In order for the District to complete the project, the antenna equipment must be temporarily relocated or repositioned during the roofing demolition and replacement phases. The Site Lease agreement did not originally contemplate the replacement of the roof during the term of the lease. The Cellular Agreement under consideration for approval by the Board provides for Sprint to cooperate with the District during the roofing project. Sprint agrees to relocate its equipment to another location on the roof of the Dunlap Hall at its own expense and in coordination with the District and the District’s hired roofing contractor.

**ANALYSIS:**

On March 17, 2015, the District formally notified Sprint of the District’s plans to replace the existing roof on Dunlap Hall, and had requested that Sprint remove all its equipment prior to the roofing work. Additionally, prior to that date, Sprint and the District had engaged in discussions about the roof replacement project.

The existing Site Lease agreement expires September 5, 2021. Under the existing Site Lease agreement Sprint pays to the District \$2,746.16 monthly (2015 CPI indexed amount). The Cellular Agreement under consideration does not change the lease expiration date, nor the monthly lease payment. The Cellular Agreement also does not impose any monetary commitment on the District. It does require the District to cooperate with Sprint and to allow Sprint to relocate its equipment to another location on the roof for the remaining duration of the lease. The relocation of the equipment is necessary to allow the District to complete the roof replacement project. The Cellular Agreement has been reviewed by legal counsel, Robert Bergman.

There are no costs to the District



**RECOMMENDATION:**

It is recommended that the Board approve the Cellular Agreement with Sprint for Relocation of Antenna Equipment on Dunlap Hall at Santa Ana College as presented.

Fiscal Impact:	None	Board Date: September 28, 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	

## CELLULAR AGREEMENT

This Cellular Agreement (“Agreement”), is made as of July 1, 2015, by and between the Rancho Santiago Community College District (“District”) and Sprint PCS Assets, L.L.C., a Delaware limited liability company, as successor-in-interest to Nextel of California, Inc., a Delaware corporation (“Sprint”). The parties to this Agreement do hereby agree as follows:

### RECITALS:

- A. The District owns that certain real property commonly known as 1530 W. 17<sup>th</sup> Street, Santa Ana, California 92706 (“Property”). The District operates the Santa Ana Community College (“College”) on this Property. Located on the Property is a building commonly known as Dunlap Hall (“Dunlap Hall”).
- B. The District and Nextel of California, Inc., a Delaware Corporation (“Nextel”) entered into that certain Communications Site Lease Agreement (Building), dated as of February 27, 2001, as amended by Amendment No. One to Communications Site Lease Agreement (Building), dated as of February 27, 2001, and Amendment No. Two (2) to Communications Site Lease Agreement (Building), dated as of June 15, 2012 (collectively, the “Nextel Lease”). Sprint is the successor in interest to Nextel and in such capacity has assumed all of the responsibilities, obligations and liabilities of Nextel under the Nextel Lease. Pursuant to the terms of the Nextel Lease, Nextel has placed telecommunications equipment on the roof of Dunlap Hall (“Sprint Telecommunications Equipment”).
- C. The Sprint Telecommunications Equipment shall be referred to herein as the “Lessee Facilities.”
- D. The portion of Dunlap Hall leased by Sprint pursuant to the Sprint Lease shall be referred to herein as the “Premises”.
- E. To the extent of any conflict between the terms of this Agreement and the Sprint Lease, the terms of this Agreement shall control.
- F. All of the above recitals are hereby made a part of this Agreement.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### **1. Relocation**

The entire roof at Dunlap Hall needs to be replaced by the District. It is the District’s intention to begin construction of the roof replacement project on or about October 2015; provided, however, this date may change due to any delays in the commencement of the start date of the work. Sprint agrees that it shall temporarily relocate its Lessee Facilities as required by the roofing contractor hired by the District to replace the roof at Dunlap Hall (“Roofing Contractor”). The

temporary relocation shall also be on the roof at Dunlap Hall. Sprint agrees to relocate its Lessee Facilities, for the duration of the Lease term as outlined in Exhibit A and Appendix A, each attached hereto and incorporated herein by this reference as if set forth in full. If the relocation work is to be completed by contractor(s) hired by Sprint, then Sprint shall provide the names and contact information of the contractors to the District and shall ensure that the contractors are properly licensed and meet the insurance requirement indicated herein. Any such contractor must be pre-approved in writing by the District. Sprint and its Contractor(s) shall follow all instructions of the Roofing Contractor in relocating the Lessee Facilities. Sprint agrees to work closely with the District and Flewelling & Moody, the Architect who is designing the roof replacement project for the District, to ensure the plans and specifications for the roofing project incorporates the provisions necessary to effect the content of this Agreement. Upon award of a contract to a Roofing Contractor by the District, the District shall notify Sprint of the date the Roofing Contractor is expected to begin construction. Sprint agrees to relocate its Lessee Facilities at such time and in such manner as requested by the Roofing Contractor to another location on the roof of Dunlap Hall. At a minimum, the District shall provide Sprint one (1) week notice. The District shall provide to Sprint the Roofing Contractor's construction phasing plan and milestone dates. After the completion of the roof at Dunlap Hall, Sprint shall move its Lessee Facilities as agreed to and as shown in Exhibit A between Sprint and the District and as directed by the Roofing Contractor so that no warranties regarding the roof will be violated. Sprint agrees that any and all temporary relocations, modifications to its equipment, and permanent relocation work performed shall be at Sprint's own expense.

Sprint understands and agrees that upon award of a construction contract by the District to a Roofing Contractor, that the District will undertake an obligation to not interfere with the Roofing Contractor's right to properly execute the contract. Any failure by Sprint to cooperate in the relocation work could adversely impact the Roofing Contractor's performance and could subject the District to added costs. Sprint agrees to remain liable to the District for such increased costs. District may require Sprint or its contractor(s) to provide District, at Sprint's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such work, to insure District against any liability for mechanics' and materialmen's liens and to insure completion of the work. In addition, the District may require a performance and payment bond in an amount equal to one and one-half times the estimated cost of such Work.

## **2. Liability & Indemnity**

Except for the negligence or intentional misconduct of the District, Sprint shall indemnify, defend and hold harmless the District from and against any and all claims related to the relocation of the Lessee Facilities, as specified in paragraph 1, above.

## **3. Insurance**

- (a) Prior to commencing any work, Sprint and its Contractor, and each of its agents, representatives or subcontractors (collectively "Subconsultants") shall, provide and maintain insurance, at Sprint's or Subconsultant's own expense, against all claims or losses which may arise from or in connection with the performance of work by Sprint or its Subconsultants, or either of their/its agents, representatives or employees.
- (b) Without in any way affecting the insurable indemnity provided in or by paragraph 2, above, Sprint shall secure before commencement of the work the types and

amounts of insurance specified in this paragraph 3. Sprint may use existing insurance to comply with these requirements, provided that the insurance and insurer meet the requirements of this Agreement.

- (c) Insurance required by this Agreement to be provided by Sprint or its Subconsultants shall be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise approved by District. Each insurance company shall be admitted and qualified to do business in the State of California.
- (d) No insurance policies shall be cancelled by the insurance carrier without thirty (30) days prior written notice to the District. This requirement shall be acknowledged on the certificate of insurance or by attaching a copy of the notice of cancellation endorsement to the certificate of insurance. Sprint agrees that it will not cancel or reduce said insurance coverage. If a policy is cancelled without prior notice, such notice of cancellation shall be provided by the carrier to the District and if not so provided shall be immediately forwarded to the District by Sprint.
- (e) Sprint and each of its Subconsultants shall obtain insurance of the types and in the amounts described below:
  - (i) Commercial General Liability Insurance ("CGL") with a limit of not less than \$1,000,000 each occurrence/\$3,000,000 in the aggregate.
  - (ii) Auto Coverage with a limit of not less than \$1,000,000 each accident ("Auto Coverage").
  - (iii) Workers' Compensation Insurance as required by California law, including employer's liability insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
  - (iv) The limits shown above are minimum limits. All insurance coverage and limits provided by Sprint or a Subconsultant and available or applicable to a loss shall apply to the full extent of the policies providing such coverage and nothing contained in this Agreement limits the application of such insurance coverage or limits. The limits of any insurance policy shall not limit the liability of Sprint.
- (f) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form acceptable to District providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards. Auto Coverage shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 00 01, or a substitute form acceptable to District providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide the contractual liability coverage provided in the 1990 and later editions of CA 00

01, or a substitute form acceptable to District providing equivalent coverage. In the event Sprint does not own any automobiles, this requirement may be satisfied by an endorsement to the Commercial General Liability policy covering non-owned and hired autos.

- (g) The CGL and Auto Coverage policies required by this Agreement are to contain, or be endorsed to contain, the following provisions:
- (i) District, its officers, officials, employees, and volunteers and all other indemnitees are to be covered as additional insureds with respect to: (1) liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the insured; (2) liability arising out of the Work performed by or on behalf of Sprint and its Subconsultants, including materials, parts or equipment furnished in connection with such Work; and (3) liability for occurrences, acts or events covered by Sprint's CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute form acceptable to District providing equivalent coverage. District and other additional insureds mentioned in this Subparagraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
  - (ii) For any claims related to any Work, general liability and auto liability insurance coverage shall be primary as respects District, its officers, officials, employees and volunteers and all other indemnitees. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it. Excess liability policies if applicable shall "follow form" or shall be endorsed to include the indemnitees as additional insureds.
  - (iii) Coverage will not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of § 2782 of the Civil Code.
- (h) If Sprint or any Subconsultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. District, at its sole option, may, but shall not be obligated to, upon five (5) days' written notice to Sprint, purchase such insurance on behalf of Sprint and shall be entitled to be reimbursed by Sprint promptly thereafter but only for the pro rata period of non-compliance. Any amounts expended by the District hereunder shall bear interest at the rate of 10% per annum from the date expended until repaid to the District. Sprint shall furnish the District with original certificates and amendatory endorsements upon request effecting coverage required by this paragraph 3, including, without limitation, an endorsement showing that the indemnitees have been included as additional insureds on the general liability policy. All certificates and endorsements are to be received and approved by the District before any Work under this Agreement commences. With respect to each Subconsultant, Sprint shall require that the Subconsultant maintain insurance

coverages on the same terms and with the same coverage amounts as required of Sprint under this Agreement. Sprint shall, upon request by District, furnish separate certificates and endorsements evidencing compliance with the requirements of this Paragraph.

**4. Authority**

Each individual executing this Agreement on behalf of Sprint represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Sprint. Each individual executing this Agreement on behalf of District represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of District.

**5. Miscellaneous**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by all parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) This Agreement shall be governed by the laws of the State of California and any suit pertaining to this Agreement shall be brought and heard in Orange County, California.

(e) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, unless otherwise provided in this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(f) Time is of the essence in the performance of each and every term and covenant in this Agreement.

(g) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. Each individual executing this Agreement on behalf of Sprint represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Sprint. Each individual executing this Agreement on behalf of District represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of District.

(Signatures on Following Page)

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

“District”:

Rancho Santiago Community College District

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

Title: \_\_\_\_\_

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

“Sprint”:

Sprint PCS Assets, L.L.C., a Delaware limited liability company

By: June May

Title: Site Development Manager

Date: 9/10/15

## Appendix A

### Temporary Relocation of Sprint Equipment (OG25XC048)

1. Sprint shall relocate existing antenna sectors “B” and “C” to temporary skid/ballast racks to allow for removal of existing raised pads and re-roofed of pad locations. The District would remove the existing curbs and reroof the area during the roof replacement work.
2. Sprint shall temporarily remove and relocate cable trays to allow for the removal and replacement of the lightweight concrete and the reroofing of the area. In areas where the lightweight concrete will not be removed, Sprint personnel can hoist the cable trays (two to three feet) from the roof deck to allow the roofing contractor to do its work.
3. Sprint will maintain the temporary roof locations and move Sector “A” out to the edge of the roof for the duration of the Lease term, all as shown on the attached Exhibit A. The District’s execution of this Agreement shall be considered approval of the three new rooftop non-penetrating sleds. Sprint A&E vendor shall submit a Letter, along with the attached Exhibit A, that describes the use and explains why DSA submittal will not be required.



**EXHIBIT A**  
**SITE PLAN FOR RELOCATED SECTORS**  
(Exhibit-Site Plan Attached)

**DCI PACIFIC**

**ALCIV WORKS**  
 ARCHITECTURE | ENGINEERING | CONSULTING  
 2750 UNIVERSITY AVENUE, SUITE 100  
 SAN FRANCISCO, CA 94114  
 TEL: 415.775.1200 | FAX: 415.775.1201



310 COMMERCIAL BLVD., SUITE 200  
 SAN FRANCISCO, CA 94104  
 PHONE: (415) 398-3500 FAX: (415) 398-3001

**PROJECT IDENTIFIOR**  
 0625X0048  
**RSOC - SANTA ANA COLLEGE**  
 1325 N. 17TH STREET, SUITE 9  
 SANTA ANA, CA 92705

**CURRENT DATE DATE**  
 08-17-15

**ISSUED FOR**  
 LEASE EXHIBIT

**APPROVALS:**

APPROVED BY:	TITLE:	DATE:

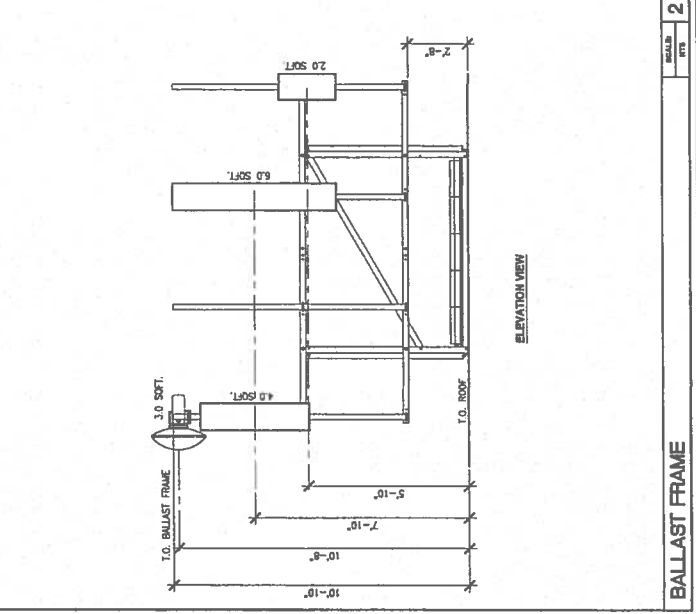
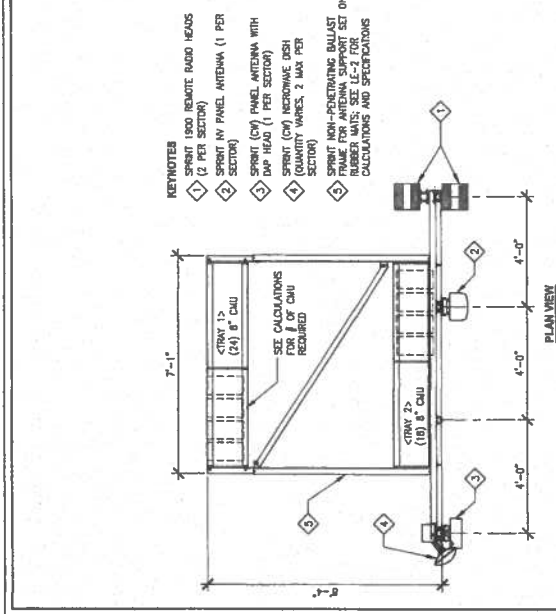
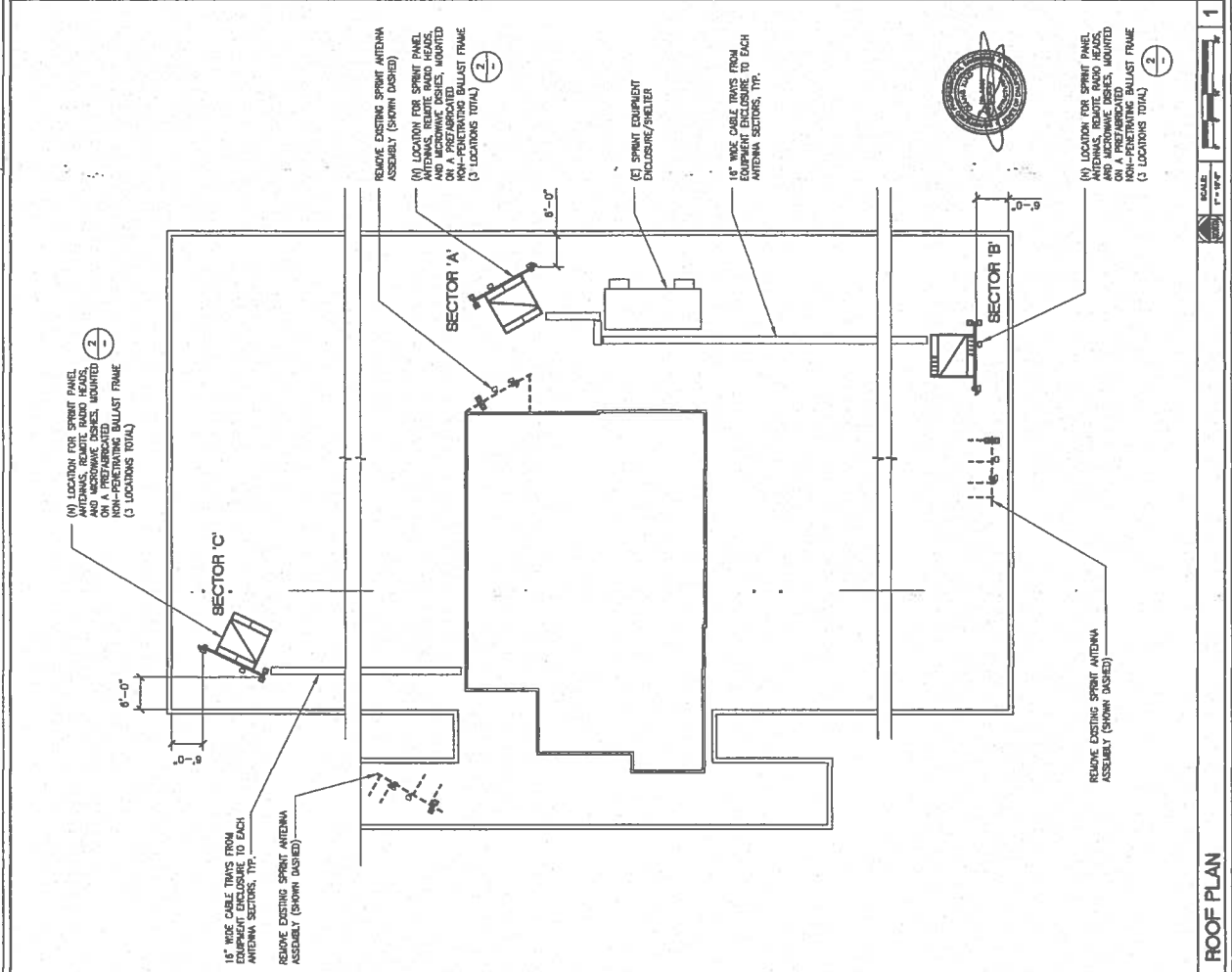
ISSUED BY:	DATE:	CHKD BY:	DATE:

**ISSUE STATUS:**

DATE:	DESCRIPTION:	BY:
08-11-15	ISSUED FOR REVIEW	JET
08-11-15	ISSUED FOR SUBMITTAL	JET

**PROJECT TITLE**  
 ROOF PLAN DETAIL AND  
 BALLAST CALCULATION

**SHEET NUMBER:**  
**LE-1**  
 SHEET TOTAL:  
 08/20/15  
 SANTA ANA COLLEGE  
 0625X0048




**SCALE:** 1" = 8'-0" **SCALE:** 1/8" = 1'-0" **SCALE:** 1/4" = 1'-0"

**1** **2** **ROOF PLAN**

**BALLAST FRAME**

**DCI PACIFIC**  
A/E/C WORKS

2000 UNIVERSITY AVENUE, SUITE 1100, SAN ANTONIO, TEXAS 78204  
1-800-875-1800 (409-529-1001)



**Sprint**  
Together with NEXTEL

310 COMMERCIAL BLVD., SUITE 100  
PHOENIX, AZ 85001 Fax: (602) 388-3001

PROJECT IDENTIFIERS:  
**0625X0048**  
**RSOC - SANTA ANA COLLEGE**

1530 N. 17TH STREET, SUITE 0  
SUITE 000  
PHOENIX, AZ 85016

CURRENT ISSUE DATE:  
**08-17-15**

ISSUED FOR:  
**LEASE EXHIBIT**

APPROVALS:

APPROVED BY:	ARTICLE:	DATE:

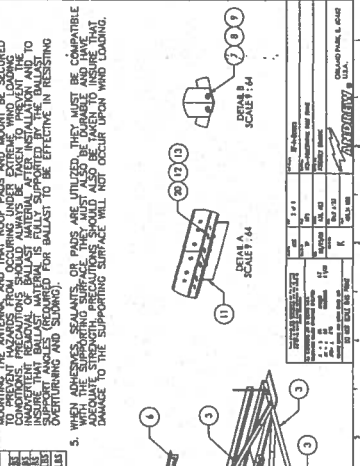
ISSUE STATUS:	DATE:	DESCRIPTION:

SHEET TITLE:  
**NON-PENETRATING BALLAST FRAME INFORMATION AND CALCULATIONS**

SHEET NUMBER:  
**LE-2**

**GENERAL NOTES:**

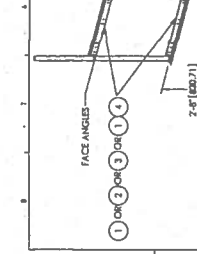
- PRIOR TO INSTALLATION, VERIFY THAT THE INSTALLATION, ROOF ANTERNA, AND ALL OTHERS ARE IN COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS. IF ANY REQUIREMENTS HAVE BEEN FOUND TO BE INADEQUATE TO MEET THE REQUIREMENTS OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS.
- ALL ANTERNA INSTALLATIONS MUST BE CROUCHED TO MEET APPLICABLE CODES.
- REMOVE BALLAST MATERIAL FROM THE ANTERNA AND SURROUNDING AREA PRIOR TO OTHERS TO PREVENT OVERLOADING AND SLIKING AT THE DESIGN WIND LOAD.
- ADDITIONAL RECOMMENDATIONS THAT BALLAST MATERIAL ALWAYS BE PLACED PRIOR TO MOUNTING THE ANTERNA, AND THAT ROOF PANS AND JOINTS MUST BE SECURED TO THE ROOF DECK PRIOR TO INSTALLATION OF THE ANTERNA. INSURE THAT THE ANTERNA IS FULLY SUPPORTED BY THE BALLAST AND SURROUNDING SURFACES.
- WHEN THE SURROUNDING SURFACE IS NOT ALSO OF CONCRETE AND HAVE WEAKENED OR DAMAGED TO THE SUPPORTING SURFACE, THEY WILL NOT OCCUR UPON WIND LOADING.



DETAILS: SCALE 1/4" = 1'-0"

DETAILS: SCALE 1/4" = 1'-0"

RF-NI-4-472 SHOWN



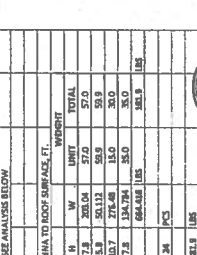
FACE ANGLES: 7'-4" (200.71), 7'-1" (214.98), 8'-1" (246.0)

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	08-17-15	ISSUED FOR LEASE EXHIBIT

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	08-17-15	ISSUED FOR LEASE EXHIBIT



W = 0.150 P/W/W/W

Where: W = resultant forces per foot (two bays per moment) in pounds  
P = design wind pressure per USC formula  
A = area of cross section (sq ft)  
W = number of struts  
H = distance from center of struts to roof surface (ft)

The total ballast weight required is 2.1 k.

**WIND ANALYSIS (FOR REFERENCE):**

ANALYSIS:  
 $Q_s = 0.00568 K_z K_d K_x K_y$   
 $Q_s = 0.00568 (1.0) (1.0) (1.0) (1.0)$   
 $Q_s = 0.00568$

Where:  $Q_s$  = velocity pressure at mean roof height, h, (psf) (ASCE 7-10, Sec. 62.3.1, page 211)  
 $K_z$  = velocity pressure exposure coefficient (windward) at height z, ft, (see 62.3.1, p. 211)  
 $K_d$  = wind directionality factor (see 62.3.1, p. 211)  
 $K_x$  = gust effect factor (see 62.3.1, p. 211)  
 $K_y$  = height of roof (see 62.3.1, p. 211)

Wind Force Coefficients (assumed from ASCE 7-10, Sec. 6.5.1):  
 $C_{pe} = 0.8$   
 $C_{pi} = 0.8$   
 $C_{pe} = 0.8$   
 $C_{pi} = 0.8$

Wind Force Coefficients (assumed from ASCE 7-10, Sec. 6.5.1):  
 $C_{pe} = 0.8$   
 $C_{pi} = 0.8$   
 $C_{pe} = 0.8$   
 $C_{pi} = 0.8$

**BALLAST CALCULATION:**

ITEM	DESCRIPTION	UNIT	WEIGHT
1	REQUIRE BALLAST PER TRAY (TRANSVERSE)	LSB	57.0
2	REQUIRE WIND PRESSURE (USE P)	SEE ANALYSIS BELOW	59.9
3	AREA OF ANTERNA, SQ FT		30.0
4	NUMBER OF ANTERNA POUCH		15.0
5	DISTANCE FROM CENTER OF ANTERNA TO ROOF SURFACE, FT		18.9
6	APPROXIMATE		34
7	NET ANTERNA		57.0
8	REMOTE RADIO HEAD		59.9
9	IMPEDANCE DOME		30.0
10	C/W ANTERNA		15.0
11	TRAY 1 BALLAST (BACK REQUIREMENT)		18.9
12	TRAY 2 BALLAST (FRONT REQUIREMENT)		34
13	EQUIPMENT REEF WEIGHT		34.1
14	REQUIRE BALLAST WEIGHT		34.1
15	REQUIRE WIND PRESSURE (FOR EACH)		59.9
16	WEIGHT OF FRAME		477.0
17	WEIGHT OF BALLAST AND EQUIPMENT		1724.0
18	TOTAL WEIGHT		5600.0
19	AREA OF BALLAST FRAME		315.0
20	LOAD TO ROOF		17.7

**BALLAST CALCULATION**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )  
On 9/10/2015 before me, Josephine Ling Young, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Joyce Ann Macy  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. 0625XC048

**Description of Attached Document**

Title or Type of Document: Cellular Agreement Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Rancho Santiago Community College District

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

STATE OF CALIFORNIA )

) SS:

COUNTY OF ORANGE )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Signature of Notary Public)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Cellular Agreement with T-Mobile for Relocation of Antenna Equipment on Dunlap Hall at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The District and Pacific Bell entered into a Communications Site Lease Agreement on October 16, 2001 (“Site Lease”). T-Mobile is the successor in interest to Pacific Bell for the Site Lease. Under the Site Lease agreement, T-Mobile has leased a portion of the roof on the Dunlap Hall Building at Santa Ana College and placed wireless antennas and associated equipment. The District is planning to replace the existing roof of the Dunlap Hall. In order for the District to complete the project, the antenna equipment must be temporarily relocated or repositioned on the roof during the roofing demolition and replacement phases. The Site Lease agreement did not originally contemplate the replacement of the roof during the term of the lease. The Cellular Agreement under consideration for approval by the Board provides for T-Mobile to cooperate with the District during the roofing project. T-Mobile agrees to relocate its equipment temporarily to another location on the roof of the Dunlap Hall at its own expense and in coordination with District and the District’s hired roofing contractor.

**ANALYSIS:**

On March 17, 2015, the District formally notified T-Mobile of the District’s plans to replace the existing roof on Dunlap Hall, and had requested that T-Mobile remove all its equipment prior to the roofing work. Additionally, prior to that date, T-Mobile and the District had engaged in discussions about the roof replacement project.

The existing Site Lease agreement expires May 20, 2017. Under the existing Site Lease agreement T-Mobile pays to the District \$2,371.97 monthly (2015 CPI indexed amount). The Cellular Agreement under consideration does not change the lease expiration date, nor the monthly lease payment. The Cellular Agreement also does not impose any monetary commitment on the District. It does require the District to cooperate with T-Mobile and to allow T-Mobile to relocate its equipment to another location on the roof during the construction of the roof project. The relocation of the equipment is necessary to allow the District to complete the roof replacement project. The Cellular Agreement has been reviewed by legal counsel, Robert Bergman.

There are no costs to the District.

**RECOMMENDATION:**

It is recommended that the Board approve the Cellular Agreement with T-Mobile for Relocation of Antenna Equipment on Dunlap Hall at Santa Ana College as presented.

Fiscal Impact:	None	Board Date: September 28, 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	

## CELLULAR AGREEMENT

This Cellular Agreement (“Agreement”), is made as of July 1, 2015, by and between the Rancho Santiago Community College District (“District”) and T-Mobile West LLC, a Delaware limited liability company, as successor-in-interest to Pacific Bell Mobile Wireless LLC, a Nevada limited liability company (“T-Mobile”). The parties to this Agreement do hereby agree as follows:

### RECITALS:

- A. The District owns that certain real property commonly known as 1530 W. 17<sup>th</sup> Street, Santa Ana, California 92706 (“Property”). The District operates the Santa Ana Community College (“College”) on this Property. Located on the Property is a building commonly known as Dunlap Hall (“Dunlap Hall”).
- B. The District and Pacific Bell Mobile Wireless LLC, a Nevada limited liability company (“Pac Bell”), entered into that certain Communications Site Lease Agreement (Building)-Santa Ana College Dunlap Hall, dated as of June 12, 1996 and First Amendment thereto dated November 27, 1996 (collectively “Pac Bell Lease”). T-Mobile is the successor in interest to Pac Bell and in such capacity has assumed all of the responsibilities, obligations and liabilities of Pac Bell under the Pac Bell Lease. Pursuant to the terms of the Pac Bell Lease, Pac Bell has placed telecommunications equipment on the roof of Dunlap Hall (“T-Mobile Telecommunications Equipment”).
- C. The T-Mobile Telecommunications Equipment shall be referred to herein as the “Lessee Facilities.”
- D. The portion of Dunlap Hall leased by T-Mobile pursuant to the Pac Bell Lease shall be referred to herein as the “Premises”.
- E. To the extent of any conflict between the terms of this Agreement and the Pac Bell Lease, the terms of this Agreement shall control.
- F. All of the above recitals are hereby made a part of this Agreement.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### 1. Relocation

The entire roof at Dunlap Hall needs to be replaced by the District. It is the District’s intention to begin construction of the roof replacement project on or about October 2015; provided, however, this date may change due to any delays in the commencement of the start date of the work. T-Mobile agrees that it shall temporarily relocate its Lessee Facilities as required by the roofing contractor hired by the District to replace the roof at Dunlap Hall (“Roofing Contractor”). The temporary relocation shall also be on the roof at Dunlap Hall. T-



Mobile agrees to relocate its Lessee Facilities, for the duration of the Lease term as outlined in Exhibit A and Appendices A and B, each attached hereto and incorporated herein by this reference as if set forth in full. If the relocation work is to be completed by contractor(s) hired by T-Mobile, then T-Mobile shall provide the names and contact information of the contractors to the District and shall ensure that the contractors are properly licensed and meet the insurance requirement indicated herein. Any such contractor must be pre-approved in writing by the District. T-Mobile and its Contractor(s) shall follow all instructions of the Roofing Contractor in relocating the Lessee Facilities. T-Mobile agrees to work closely with the District and Flewelling & Moody, the Architect who is designing the roof replacement project for the District, to ensure the plans and specifications for the roofing project incorporates the provisions necessary to effect the content of this Agreement. Upon award of a contract to a Roofing Contractor by the District, the District shall notify T-Mobile of the date the Roofing Contractor is expected to begin construction. T-Mobile agrees to relocate its Lessee Facilities at such time and in such manner as requested by the Roofing Contractor to another location on the roof of Dunlap Hall. At a minimum, the District shall provide T-Mobile one (1) week notice. The District shall provide to T-Mobile the Roofing Contractor's construction phasing plan and milestone dates. After the completion of the roof at Dunlap Hall, T-Mobile shall move its Lessee Facilities as agreed to and as shown in Exhibit A between T-Mobile and the District and as directed by the Roofing Contractor so that no warranties regarding the roof will be violated. T-Mobile agrees that any and all temporary relocations, modifications to its equipment, and permanent relocation work performed shall be at T-Mobile's own expense.

T-Mobile understands and agrees that upon award of a construction contract by the District to a Roofing Contractor, that the District will undertake an obligation to not interfere with the Roofing Contractor's right to properly execute the contract. Any failure by T-Mobile to cooperate in the relocation work could adversely impact the Roofing Contractor's performance and could subject the District to added costs. T-Mobile agrees to remain liable to the District for such increased costs. District may require T-Mobile or its contractor(s) to provide District, at T-Mobile's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such work, to insure District against any liability for mechanics' and materialmen's liens and to insure completion of the work. In addition, the District may require a performance and payment bond in an amount equal to one and one-half times the estimated cost of such Work.

## **2. Liability & Indemnity**

Except for the negligence or intentional misconduct of the District, T-Mobile shall indemnify, defend and hold harmless the District from and against any and all claims related to the relocation of the Lessee Facilities, as specified in paragraph 1, above.

## **3. Insurance**

(a) Prior to commencing any work, T-Mobile and its Contractor, and each of its agents, representatives or subcontractors (collectively "Subconsultants") shall, provide and maintain insurance, at T-Mobile's or Subconsultant's own expense, against all claims or losses which may arise from or in connection with the performance of work by T-Mobile or its Subconsultants, or either of their/its agents, representatives or employees.

(b) Without in any way affecting the insurable indemnity provided in or by paragraph

2, above, T-Mobile shall secure before commencement of the work the types and amounts of insurance specified in this paragraph 3. T-Mobile may use existing insurance to comply with these requirements, provided that the insurance and insurer meet the requirements of this Agreement.

- (c) Insurance required by this Agreement to be provided by T-Mobile or its Subconsultants shall be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise approved by District. Each insurance company shall be admitted and qualified to do business in the State of California.
- (d) No insurance policies shall be cancelled by the insurance carrier without thirty (30) days prior written notice to the District. This requirement shall be acknowledged on the certificate of insurance or by attaching a copy of the notice of cancellation endorsement to the certificate of insurance. T-Mobile agrees that it will not cancel or reduce said insurance coverage. If a policy is cancelled without prior notice, such notice of cancellation shall be provided by the carrier to the District and if not so provided shall be immediately forwarded to the District by T-Mobile.
- (e) T-Mobile and each of its Subconsultants shall obtain insurance of the types and in the amounts described below:
  - (i) Commercial General Liability Insurance ("CGL") with a limit of not less than \$1,000,000 each occurrence/\$3,000,000 in the aggregate.
  - (ii) Auto Coverage with a limit of not less than \$1,000,000 each accident ("Auto Coverage").
  - (iii) Workers' Compensation Insurance as required by California law, including employer's liability insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
  - (iv) The limits of any insurance policy shall not limit the liability of T-Mobile.
- (f) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards. Auto Coverage shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 00 01, or a substitute form acceptable to District providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide the contractual liability coverage provided in the 1990 and later editions of CA 00 01, or a substitute form providing equivalent coverage. In the event T-Mobile does not own any automobiles, this requirement may be satisfied by an endorsement to

the Commercial General Liability policy covering non-owned and hired autos.

(g) The CGL and Auto Coverage policies required by this Agreement are to contain, or be endorsed to contain, the following provisions:

(i) District, its officers, officials, employees, and volunteers and all other indemnitees are to be covered as additional insureds with respect to: (1) liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the insured; (2) liability arising out of the Work performed by or on behalf of T-Mobile and its Subconsultants, including materials, parts or equipment furnished in connection with such Work; and (3) liability for occurrences, acts or events covered by T-Mobile's CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute form acceptable to District providing equivalent coverage. District and other additional insureds mentioned in this Subparagraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

(ii) For any claims related to any Work, general liability and auto liability insurance coverage shall be primary as respects District, its officers, officials, employees and volunteers and all other indemnitees. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it. Excess liability policies if applicable shall "follow form" or shall be endorsed to include the indemnitees as additional insureds.

(iii) Coverage will not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of § 2782 of the Civil Code.

(h) If T-Mobile or any Subconsultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. District, at its sole option, may, but shall not be obligated to, upon five (5) days' written notice to T-Mobile, purchase such insurance on behalf of T-Mobile and shall be entitled to be reimbursed by T-Mobile promptly thereafter but only for the pro rata period of non-compliance. Any amounts expended by the District hereunder shall bear interest at the rate of 10% per annum from the date expended until repaid to the District. T-Mobile shall furnish the District with original certificates upon request effecting coverage required by this paragraph 3, including, without limitation, an endorsement showing that the indemnitees have been included as additional insureds on the general liability policy. All certificates and endorsements are to be received and approved by the District before any Work under this Agreement commences. With respect to each Subconsultant, T-Mobile shall require that the Subconsultant maintain insurance coverages on the same terms and with the same coverage amounts as required of T-Mobile under this Agreement. T-Mobile shall, upon

request by District, furnish separate certificates and endorsements evidencing compliance with the requirements of this Paragraph.

**4. Authority**

Each individual executing this Agreement on behalf of T-Mobile represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of T-Mobile. Each individual executing this Agreement on behalf of District represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of District.

**5. Miscellaneous**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by all parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) This Agreement shall be governed by the laws of the State of California and any suit pertaining to this Agreement shall be brought and heard in Orange County, California.

(e) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, unless otherwise provided in this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(f) Time is of the essence in the performance of each and every term and covenant in this Agreement.

(g) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. Each individual executing this Agreement on behalf of T-Mobile represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of T-Mobile. Each individual executing this Agreement on behalf of District represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of District.

(Signatures on Following Page)

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

“District”:

Rancho Santiago Community College District

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

Title: \_\_\_\_\_

“T-Mobile”:

T-Mobile West LLC, a Delaware limited liability company

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

Title: \_\_\_\_\_

**Jon Zumsteg**  
Area Director S. CA Eng. & OP's

Approved as to Form  
*Catalina Alvarez*

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )
COUNTY OF ORANGE )

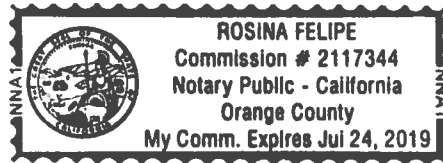
On 9-10-2015 before me, Rosina Felipe, Notary Public, personally appeared Tiffany Robertson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rosina Felipe signature

Signature of Notary Public



Place Notary Seal Above

## Appendix A

### Temporary Relocation of T-Mobile Equipment (LA02095A)

1. T-Mobile shall raise the equipment cabinets to provide adequate clearance between the conduits entering the bottom of the cabinets and the roof deck. This would allow the District to properly add flashing to the curb on which the equipment is mounted, to make it watertight.
2. T-Mobile shall relocate the cable runs to the Gamma sector antennas up the screen wall to allow at least seven (7) foot of clearance between the cables and the roof deck. The existing cable run is obstructing the path to the western part of the roof.
3. T-Mobile shall temporarily remove and relocate cable trays to allow for the removal and replacement of the lightweight concrete and the reroofing of the area. In areas where the lightweight concrete will not be removed, T-Mobile personnel can hoist the cable trays (two to three feet) from the roof deck to allow the roofing contractor to do its work.
4. T-Mobile shall remove and relocate RTUs that are currently mounted on the parapet wall to allow the re-roofing of the parapet wall.
5. T-Mobile shall temporarily move (Beta Sector) skid-mounted antenna array to allow for the roofing work.

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Change Order #2 for Bid #1251 - Exterior Painting at Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) and Building B (Middle College) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 26, 2015 the Board of Trustees approved a contract with Painting & Décor, Inc. for the exterior painted plaster, metal, Concrete Masonry Unit (CMU) and wood surfaces of Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) and Building B (Middle College) at Santa Ana College.

**ANALYSIS:**

Change Order #2 decreases the contract by \$3,130 which is a credit back to the District for unused allowance. The revised contract amount is \$264,670.

Change Order #2 also extends the contract from August 21, 2015 to September 11, 2015 to allow the contractor to complete additional painting work requested by the District. Pursuant to Administrative Regulation 6600, staff has approved this change order.

This contract was funded by Scheduled Maintenance and Non-Resident Capital Outlay Fees.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #2 for Bid #1251 - Exterior Painting at Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) and Building B (Middle College) at Santa Ana College as presented.

Fiscal Impact:	(-\$3,130)	Board Date: September 28, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	





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

Board Date: September 28, 2015

Project Name: SAC - Buildings B, E, L, R & T Exterior Painting  
 Contractor: Painting & Décor, Inc.  
 Contract #: PO#15-P0036509

Project No. Bid #1251  
 Site: Santa Ana College  
 Change Order (CO) No. : 2

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
6/16/2015	48	8/3/2015	18	21	9/11/2015

Change Order Summary				Allowance Budget	
Description	Number	Amount	% of Contract	Amount	
Original Contract Amount		\$267,800.00		\$40,000.00	
Previous Change Orders	1	\$0.00	0.0%	Used	\$36,870.00
Previous Change Orders			0.0%	<b>Balance</b>	<b>\$3,130.00</b>
Previous Change Orders			0.0%		
Previous Change Orders			0.0%		
<b>This Change Order</b>	<b>2</b>	<b>-\$3,130.00</b>	<b>-1.2%</b>		
<b>Total Change Order (s)</b>		<b>-\$3,130.00</b>	<b>-1.2%</b>		
<b>Revised Contract Amount</b>		<b>\$264,670.00</b>			

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Credit of unused Allowance	District	2, 5	21	\$ 3,130.00	\$ -	\$ 3,130.00
Subtotal					\$ 3,130.00	\$ -	\$ 3,130.00
<b>Grand Total</b>							<b>\$ 3,130.00</b>

1- CODE REQUIREMENT

2 - FIELD CONDITION

3 - INSPECTION REQUIREMENT

4 - DESIGN REQUIREMENT

5 - OWNER REQUIREMENT

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Notice of Completion: Bid #1251 - Exterior Painting at Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) and Building B (Middle College) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 26, 2015 the Board of Trustees approved a contract with Painting & Décor, Inc. for the exterior painted plaster, metal, Concrete Masonry Unit (CMU) and wood surfaces of Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) and Building B (Middle College) at Santa Ana College.

**ANALYSIS:**

The project was completed on September 11, 2015 as defined per California Civil Code sections 3086 and 8180. The District, upon approval by the Board of Trustees will record a Notice of Completion with the office of The Orange County Clerk-Recorder, as outlined under California Civil Code sections 3093 and 8182. Total cost of the project is \$264,670.

This contract was funded by Scheduled Maintenance and Non-Resident Capital Outlay Fees.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for Painting & Décor, Inc. Bid #1251 for Exterior Painting at Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) and Building B (Middle College) at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: September 28, 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	

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

**GOVERNMENT CODE 6103**

**AND WHEN RECORDED MAIL TO:**

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

**THIS SPACE FOR RECORDER'S USE ONLY**

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

## **NOTICE OF COMPLETION**

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 West 17<sup>th</sup> Street, Santa Ana, California, caused improvements to be made to the property to with: Bid #1251 Exterior Painting at Buildings B, E, L, R, T at Santa Ana College, the contract for the doing of which was heretofore entered into on the May 26, 2015 , which contract was made with Painting & Décor, Inc. PO# 15-0036509 as contractor; that said improvements were completed on the 11th day of September, 2015 and accepted by formal action of the governing Board of said District on the 28th day of September 2015; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is American Contractors Indemnity Company.

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

Executed on September 14th, 2015 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

Peter J. Hardash, Vice Chancellor

Rancho Santiago Community College District

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

State of California )  
                                  §  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by  
\_\_\_\_\_

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature \_\_\_\_\_

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Change Order #1 for Bid #1263 - Chavez Hall Roof Repairs at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 11, 2015, the Board of Trustees approved a contract with C. I. Services, Inc. to replace the existing standing metal seam roofing system for the Chavez Hall Roof.

**ANALYSIS:**

Change Order #1 extends the contract completion from July 26, 2015 to September 6, 2015 to allow the contractor to complete repair work due to unforeseen conditions discovered upon removal of existing metal roofing system. There are no increases to the contract amount associated with this time extension. Pursuant to Administrative Regulation 6600, staff has approved this change order.

This project was funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 for Bid #1263 - Chavez Hall Roof Repairs at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: September 28, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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

Board Date: September 28, 2015

Project Name: SAC - Chavez Hall Roof Repairs  
 Contractor: CI Services, Inc.  
 Contract #: PO#15-P0036338

Project No. Bid #1263  
 Site: Santa Ana College  
 Change Order (CO) No. : 1

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
6/8/2015	48	7/26/2015	0	42	9/6/2015

Change Order Summary				Allowance Budget	
Description	Number	Amount	% of Contract	Amount	
Original Contract Amount		\$128,000.00		\$20,000.00	
Previous Change Orders			0.0%	Used	\$20,000.00
Previous Change Orders			0.0%	<b>Balance</b>	<b>\$0.00</b>
Previous Change Orders			0.0%		
Previous Change Orders			0.0%		
<b>This Change Order</b>	<b>1</b>	<b>\$0.00</b>	<b>0.0%</b>		
<b>Total Change Order (s)</b>		<b>\$0.00</b>	<b>0.0%</b>		
<b>Revised Contract Amount</b>		<b>\$128,000.00</b>			

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Time required for unforeseen work.	District	2, 5	42	\$ -	\$ -	\$ -
Subtotal					\$ -	\$ -	\$ -
<b>Grand Total</b>							<b>\$ -</b>

1- CODE REQUIREMENT

2 - FIELD CONDITION

3 - INSPECTION REQUIREMENT

4 - DESIGN REQUIREMENT

5 - OWNER REQUIREMENT

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Notice of Completion: Bid #1263 - Chavez Hall Roof Repairs at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 11, 2015, the Board of Trustees approved a contract with C. I. Services, Inc. to replace the existing standing metal seam roofing system for the Chavez Hall roof.

**ANALYSIS:**

The project was substantially completed on September 6, 2015 as defined per California Civil Code sections 3086 and 8180. The District, upon approval by the Board of Trustees will record a Notice of Completion with the office of The Orange County Clerk-Recorder, as outlined under California Civil Code sections 3093 and 8182. Total cost of the project is \$128,000.

This contract was funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion with C.I. Services, Inc. for Bid #1263 Chavez Hall Roof Repairs at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: September 28, 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	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

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

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 West 17<sup>th</sup> Street, Santa Ana, California, caused improvements to be made to the property to with: Bid #1263 Chavez Hall Roof Repairs at Santa Ana College, the contract for the doing of which was heretofore entered into on the May 11, 2015 , which contract was made with C.I. Services, Inc. PO# 15-0036338 as contractor; that said improvements were completed on the 6th day of September, 2015 and accepted by formal action of the governing Board of said District on the 28th day of September 2015; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Philadelphia Indemnity Insurance Company.

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

Executed on September 28th, 2015 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

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

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

State of California )  
                                  §  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by  
\_\_\_\_\_

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature \_\_\_\_\_

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

To:	Board of Trustees	Date:	September 28, 2015
Re:	Approval of Settlement Agreement with Woodcliff Corporation for Construction Services for Perimeter Site Improvements for Santa Ana College		
Action:	Request for Approval		

**BACKGROUND:**

On November 13, 2012, the Board of Trustees approved a contract with Woodcliff Corporation for Bid #1180, the Perimeter Site Improvements project at Santa Ana College. A Notice of Completion was previously recorded at the County Recorder's Office for the project on April 30, 2014. Since the completion of the project, Woodcliff filed a Government Code claim with the District and the Board rejected such claim on June 15, 2015. At the time of rejection, there was insufficient information provided by Woodcliff on the cost of the claim. Following the rejection of the claim, Woodcliff presented additional information to the District clarifying their alleged claim amount. Woodcliff's original contract amount was \$5,137,000 with approved change orders of \$231,062 for a total approved final contract of \$5,368,062.

**ANALYSIS:**

District staff and legal counsel, Phil Henderson have reviewed Woodcliff's newly provided claim information in detail. The claim was for approximately \$740,000. The claim from Woodcliff involves several requested proposed change orders for additional funds for the following items: work it had to perform that Woodcliff contended was not within the contract scope; delay costs due to the project taking longer than the contractual completion date and for which Woodcliff contended the District caused; and acceleration costs to ensure that portions of the project were complete prior to the start of fall semester. The District disputed most of the proposed change order requests but agreed there was merit in value for some of the items. The District met with Woodcliff on several occasions to undertake a further review of the disputed items in the claim. The District reviewed additional information provided by Woodcliff and some of its subcontractors. It is recommended by both District and legal counsel, that the Board approve the settlement agreement in the amount of \$250,000 to address all portions of the claim.

This agreement is funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the settlement agreement with Woodcliff Corporation for Construction Services for Perimeter Site Improvements for Santa Ana College as presented.

Fiscal Impact:	\$250,000	Board Date:	September 28, 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		



## FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Final Settlement Agreement") is made and entered into this \_\_\_\_\_ day of September 2015 by and between **Rancho Santiago Community College District** ("District"), a California community college district, and **Woodcliff Corporation** ("Woodcliff"), a California corporation. District and Woodcliff may be collectively referred to herein as the "Parties".

### RECITALS

- A. WHEREAS, District and Woodcliff entered into a contract in **December, 2012** ("Contract"), comprised of the Contract Documents as that term is defined therein, whereby Woodcliff agreed to provide certain construction services ("Work") to the District at the Santa Ana College site ("Project") in exchange for the District's payment of a certain sum to Woodcliff ("Compensation"); and
- B. WHEREAS, the Work under the Contract has been completed but the Parties dispute the amount of Compensation, including penalties and interest, that remains due under the Contract ("Dispute"); and
- C. WHEREAS, the Parties wish to resolve this Dispute pursuant to the terms of this Final Settlement Agreement to avoid the cost of litigation, to resolve amicably their differences, and to resolve any and all claims between them with respect to the Dispute.

NOW, THEREFORE, it is mutually agreed between District and Woodcliff as follows:

### AGREEMENT

1. **Board Approval.** This Final Settlement Agreement is subject to the approval of the District's Board of Trustees.
2. **Settlement Payment.** No later than thirty (30) days following the District's Board of Trustees' approval of this Final Settlement Agreement, the District shall pay Woodcliff the sum of **Two Hundred Fifty Thousand Dollars (\$250,000)** ("Total Payable Amount") as a full and final settlement of the Dispute. The Total Payable Amount is computed pursuant to the values reflected in the following table:

Number	Description	Amount
	Remaining Contract Balance	\$ 38,243
COR41	Braille Sign	\$ 12,575
COR42	Braille Sign	\$ 4,772
COR40	Offsite	\$ 103,861
COR78.1	Parking Controls	\$ 9,482
COR35	Acceleration	\$ 81,067
<b>Payable Amount (Sum of "Amount" Column)</b>		<b>\$ 250,000</b>

3. **Release.** Consistent with California Public Contract Code section 7100, Woodcliff hereby agrees that, in consideration of the payment set forth in the "Settlement Payment" section herein, Woodcliff hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract or the Dispute, including interest, penalties, or attorney's fees.
4. **Waiver of Civil Code Section 1542.** Woodcliff hereby waives the provisions of California Civil Code section 1542 which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

5. **No Claims or Disputes.**

- 5.1. Woodcliff acknowledges and hereby agrees that there are no unresolved or outstanding Claims or disputes (as defined in the Contract Documents) against District arising from the performance of Work under the Contract, except for the claims described in the "Continuing Obligations" section herein.
- 5.2. District acknowledges and hereby agrees that there are no unresolved or outstanding Claims or disputes (as defined in the Contract Documents) against Woodcliff arising from the performance of Work under the Contract, except for the claims described in the "Continuing Obligations" section herein.

6. **Continuing Obligations.**

- 6.1. Guarantees and warranties for the Work and Woodcliff's indemnification obligations, and any other continuing obligation of Woodcliff, shall remain in full force and effect as specified in the Contract Documents.
- 6.2. Notwithstanding any provision herein to the contrary, the District reserves the right to assert patent and latent defect claims related to Woodcliff's Work on the Project, except for the District's claims against Woodcliff identified as "*District Claims and Backcharges*" in District legal counsel's June 5, 2015, letter to Woodcliff's legal counsel.

7. **Fees and Costs.** Each party shall pay their own attorneys' fees and costs incurred in connection with the Dispute.

8. **Attorneys' Fees and Costs.** If any party to this Final Settlement Agreement shall take any action to enforce this Final Settlement Agreement or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Final Settlement Agreement, the prevailing party shall be entitled to receive from the other party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing such suit or arbitration and/or enforcing any judgment.

9. **Authority; Binding Effect of Final Settlement Agreement.** The Parties hereto, and each of them, represent and warrant that the undersigned, respectively, has the authority to bind them and all who claim through them, and further represent and warrant that this Final Settlement Agreement shall inure to the benefit of and be binding upon their respective heirs, administrators, representatives, successors, trustees, affiliates, and assigns. The Parties hereto, and each of them, specifically represent and warrant that they are presently the sole and exclusive owner of all claims, demands, causes of action, controversies, obligations, and liabilities released herein and no other person or entity has any right, title, or interest whatsoever in said claims and other matters referred to herein, at the time of execution.

10. **Entire Final Settlement Agreement; Modification; Waiver.** This Final Settlement Agreement constitutes the entire agreement among the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Final Settlement Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Final Settlement Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11. **Severability.** If any term or provision of this Final Settlement Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such provision or part thereof shall be stricken from this Final Settlement Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Final Settlement Agreement, unless an essential purpose of this Final Settlement Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision. If any provision or part thereof of this Final Settlement Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

12. **Drafting; Headings.** This Final Settlement Agreement is the product of joint authorship and negotiation and should any of its terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such party to this Final Settlement Agreement waives the effect of such statute. Whenever required by the context of this Final Settlement Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Headings at the beginning of each section and subsections are solely for the convenience of the Parties and are not a part of the Final Settlement Agreement.
13. **Governing Law.** This Final Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Final Settlement Agreement shall be maintained in the county in which the District's administrative offices are located.
14. **Voluntary Execution of Final Settlement Agreement.** This Final Settlement Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, and each party has the full intent of releasing all claims described herein. The Parties, and each of them, acknowledge that:
- 14.1. They have read and understood this Final Settlement Agreement to their respective and individual satisfaction, and have not relied upon any statement or representations of any kind of the other party or anyone else, except as set forth in this Final Settlement Agreement;
- 14.2. They have been represented and fully advised in the preparation, negotiation, and execution of this Final Settlement Agreement by legal counsel of their own choice;
- 14.3. They understand the terms and consequences of this Final Settlement Agreement and they are fully aware of the legal and binding effect of this Final Settlement Agreement.
15. **Counterparts.** This Final Settlement Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Final Settlement Agreement as set forth below.

\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\*

**Rancho Santiago Community College District**  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Woodcliff Corporation**  
 By: B. NEHORAY  
 Title: PRESIDENT  
 Printed Name: BABAK NEHORAY  
 Date: 09.10.2015

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Award of Bid #1270 for Dunlap Hall Roof Replacement at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This project will replace the existing roof on the Dunlap Hall building at Santa Ana College. The existing roofing system was installed on or about 1990. The roof is past its useful life and certain areas of the roof do not drain properly and many components of the roof system are in very poor condition. Staff is recommending replacement of the roofing system to correct undesirable conditions to ensure roof integrity and upgrade the long term performance of the roofing system.

**ANALYSIS:**

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1270 was advertised on August 5, 2015 and August 12, 2015 and a Notice Calling for Bids was sent to seventeen (17) contractors from the District's qualified contractors list on August 6, 2015.

A mandatory job walk was conducted on August 19, 2015. Bids were opened on September 2, 2015 as noted on the attached bid result form. The District received six (6) bids for the project. The lowest bidder, Letner Roofing Company, requested to be released from its bid due to a bidding error. District staff acknowledged that per the requirements of Public Contract Code section 5100 et seq.: (1) a mistake was made in Letner Roofing Company's bid for the Project; (2) proper and timely notice to the District of the mistake was provided; and (3) the mistake made Letner Roofing Company's bid materially different than intended. The second lowest bidder was determined to be non-responsive, having failed to acknowledge Addendum 2 scope of work in its bid to the District. Best Contracting Services, Inc. of Gardena, CA submitted the third lowest responsive bid in the amount of \$357,615. District staff requested legal review of the bids. Legal counsel, Philip Henderson has reviewed the bids and concurs with the District recommendation of awarding Bid #1270 to Best Contracting Services, Inc. District staff conducted a due diligence review to ensure compliance with license and bid bond requirements. After review of the bids received, the District recommends approval of award of Bid #1270 to Best Contracting Services, Inc.

The anticipated construction start will be October 5, 2015 with an estimated construction duration of 60 days. The anticipated completion of construction is December 4, 2015.

The project is funded by Capital Outlay Funds and Scheduled Maintenance Funds.

**RECOMMENDATION:**

It is recommended that the Board approve the award of Bid # 1270 to Best Contracting Services, Inc. for the Dunlap Hall Roof Replacement at Santa Ana College as presented.

Fiscal Impact:	\$357,615	Board Date: September 28, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D, Chancellor	



**RANCHO SANTIAGO**

Community College District

**Facility Planning**

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

**BID RESULTS**

**BID: #1270**

Addendums Issued: 2

**PROJECT:** Dunlap Hall Roof Replacement  
at Santa Ana College

**DUE DATE:**

2:00 P.M.

September 2, 2015

BIDDER	LUMP SUM AMOUNT	ALLOWANCE 1	ALLOWANCE 2	TOTAL BID AMOUNT
Letner Roofing Company 1490 North Glassell Street Orange, CA 92867 <i>(Bid Error)</i>	\$213,000.00	\$39,000.00	\$20,000.00	\$272,000.00
Chapman Coast Roof Co. Inc. 2301 E. Orangethorpe Avenue Fullerton, CA 92834 <i>(Acknowledged Addendum 1 only)</i>	\$213,453.00	\$93,900.00 <i>Calculation Error</i>	\$20,000.00 <i>Omitted in Total Bid Amount</i>	\$327,353.00 <i>Corrected Bid Amount</i>
Best Contracting Services, Inc. 19027 S. Hamilton Avenue Gardena, CA 90248	\$277,615.00	\$60,000.00	\$20,000.00	\$357,615.00
Bishop, Inc. 1429 W. Collins Avenue Orange, CA 92867	\$293,000.00	\$51,900.00	\$20,000.00	\$364,900.00
Commercial Roofing Systems, Inc. 11735 Goldring Road Arcadia, CA 91006	\$332,892.00	\$52,740.00	\$20,000.00	\$405,632.00
Tecta America So. California Inc. 1217 E. Wakeham Avenue Santa Ana, CA 92705	\$345,000.00	\$75,000.00	\$20,000.00	\$440,000.00

**6 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Change Order #1 for Bid #1262 - Electrical Panel Replacement at Building A (Administration), B (Classrooms and Faculty) and C (Child Development Center ) at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On April 27, 2015 the Board of Trustees approved a contract with Sunbelt Electric for the electrical panel replacement at buildings A, B, C, Parking Lot 1 and U portables. This project removed aged electrical switchgear and installed new switchgear and circuit breakers.

**ANALYSIS:**

Change Order #1 decreases the contract by \$23,050 which is a credit back to the District for unused allowance. The revised contract amount is \$60,750.

Change Order #1 also extends the contract from August 31, 2015 to September 25, 2015 to allow the contractor to complete the work requested by the District. Pursuant to Administrative Regulation 6600, staff has approved this change order.

This contract was funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 for Bid #1262 - Electrical Panel Replacement at Building A (Administration), B (Classrooms and Faculty) and C (Child Development Center ) at Santiago Canyon College as presented.

Fiscal Impact:	(\$23,050)	Board Date: September 28, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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

Board Date: September 28, 2015

Project Name: Building A, B, C, T and U Electrical Panel Replacement

Project No. Bid #1262

Contractor: Sunbelt Electric

Site: Santiago Canyon College

Contract #: PO 15#-0035553

Change Order (CO) No. : 1

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
4/20/2015	133	8/31/2015	0	25	9/25/2015

Change Order Summary				Allowance Budget	
Description	Number	Amount	% of Contract	Amount	
Original Contract Amount		\$83,800.00			\$40,000.00
Previous Change Orders			0.0%	Used	\$16,950.00
Previous Change Orders			0.0%	<b>Balance</b>	<b>\$23,050.00</b>
Previous Change Orders			0.0%		
Previous Change Orders			0.0%		
<b>This Change Order</b>	1	<b>-\$23,050.00</b>	<b>-27.5%</b>		
<b>Total Change Order (s)</b>		<b>-\$23,050.00</b>	<b>-27.5%</b>		
<b>Revised Contract Amount</b>		<b>\$60,750.00</b>			

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order to credit the unused allowance budget back to the main project budget. Add 25 days to the contract to give contractor time to complete scope requested by District	District	5	25	\$ (23,050.00)		(23,050.00)
				0	\$ -		\$ -
				Subtotal	\$ (23,050.00)		\$ (23,050.00)
				<b>Grand Total</b>			<b>\$ (23,050.00)</b>

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



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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Notice of Completion: Bid #1262 - Electrical Panel Replacement at Building A (Administration), B (Classrooms and Faculty) and C (Child Development Center ) at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On April 27, 2015 the Board of Trustees approved a contract with Sunbelt Electric for the electrical panel replacement at buildings A, B, C, Parking Lot 1 and U portables. This project removed aged electrical switchgear and install new switchgear and circuit breakers.

**ANALYSIS:**

The project was completed on September 25, 2015 as defined per California Civil Code sections 3086 and 8180. The District, upon approval by the Board of Trustees will record a Notice of Completion with the office of The Orange County Clerk-Recorder, as outlined under California Civil Code sections 3093 and 8182. Total cost of the project is \$60,750.

This contract was funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion with Sunbelt Electric for Bid#1262 - Electrical Panel Replacement at Building A (Administration), B (Classrooms and Faculty) and C (Child Development Center) at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: September 28, 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	

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

**GOVERNMENT CODE 6103**

**AND WHEN RECORDED MAIL TO:**

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

**THIS SPACE FOR RECORDER'S USE ONLY**

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

## **NOTICE OF COMPLETION**

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 E. Chapman Ave., Orange, California, caused improvements to be made to the property to with: Bid #1262 for Electrical Panel Replacement at Building A, Building B and Building C, the contract for the doing of which was heretofore entered into on the April 27, 2015, which contract was made with Sunbelt Electric PO 15-0035553 as contractor; that said improvements were completed on the September 25, 2015 and accepted by formal action of the governing Board of said District on the 28th day of September, 2015; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Fidelity And Deposit Company of Maryland.

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

Executed on September 29, 2015 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

Peter J. Hardash, Vice Chancellor

Rancho Santiago Community College District

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

State of California )  
                                  §  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by  
\_\_\_\_\_

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature \_\_\_\_\_

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Change Order #1 for Bid #1267 - Child Development Center A/C Units Replacement at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On June 15, 2015, the Board of Trustees approved a contract with Bon Air, Inc. to update the HVAC equipment and overall system operations to meet current mechanical codes at the Child Development Center at Santiago Canyon College.

**ANALYSIS:**

Change Order #1 increases the contract amount by \$5,956.49 to allow for the installation of additional mechanical equipment components (a filter rack and adaptor curb) allowing for better servicing of equipment and to relocate the HVAC disconnect switch and electrical components required by the inspection team. The revised contract amount is \$118,956.49. Total change orders for the project are 5.3%. The District has reviewed the change order and has found the costs to be fair and reasonable. Pursuant to Administrative Regulation 6600, staff has approved this change order.

This project was funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 for Bid #1267 - Child Development Center A/C Units Replacement at Santiago Canyon College as presented.

Fiscal Impact:	\$5,956.49	Board Date: September 28, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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

Board Date: September 28, 2015

Project Name: CDC HVAC Replacement Project  
 Contractor: Bon Air, Inc.  
 Contract #: PO 15#-0036339

Project No. Bid #1267  
 Site: Santiago Canyon College  
 Change Order (CO) No. : 1

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
6/16/2015	136	10/30/2015	0	0	10/30/2015

Change Order Summary				Allowance Budget	
Description	Number	Amount	% of Contract	Amount	
Original Contract Amount		\$113,000.00		\$25,000.00	
Previous Change Orders			0.0%	Used	\$25,000.00
Previous Change Orders			0.0%	<b>Balance</b>	<b>\$0.00</b>
Previous Change Orders			0.0%		
Previous Change Orders			0.0%		
<b>This Change Order</b>	<b>1</b>	<b>\$5,956.49</b>	<b>5.3%</b>		
<b>Total Change Order (s)</b>		<b>\$5,956.49</b>	<b>5.3%</b>		
<b>Revised Contract Amount</b>		<b>\$118,956.49</b>			

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	COR # 6 - Filter rack and adaptor curb for the air side of the mechanical equipment for ease of maintenance	District	5	0	\$ -	\$ 1,897.97	\$ 1,897.97
3	COR # 8- Relocate HVAC disconnect switch and light fixture to meet code compliance requirements per Inspection request	District	3	0	\$ -	\$ 4,058.52	\$ 4,058.52
				Subtotal	\$ -	\$ 5,956.49	\$ 5,956.49
				<b>Grand Total</b>			<b>\$ 5,956.49</b>

1- CODE REQUIREMENT

2 - FIELD CONDITION

3 - INSPECTION REQUIREMENT

4 - DESIGN REQUIREMENT

5 - OWNER REQUIREMENT

4.16 (2)

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Notice of Completion: Bid #1267 - Child Development Center A/C Units Replacement at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On June 15, 2015, the Board of Trustees approved a contract with Bon Air, Inc. to update the HVAC equipment and overall system operations to meet current mechanical codes at the Child Development Center at Santiago Canyon College.

**ANALYSIS:**

The project was completed on September 25, 2015 as defined per California Civil Code sections 3086 and 8180. The District, upon approval by the Board of Trustees will record a Notice of Completion with the office of The Orange County Clerk-Recorder, as outlined under California Civil Code sections 3093 and 8182. Total cost of the project is \$118,956.49

This contract was funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion with Bon Air, Inc. for Bid #1267 - Child Development Center A/C Units Replacement at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: September 28, 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	

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

**GOVERNMENT CODE 6103**

**AND WHEN RECORDED MAIL TO:**

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

**THIS SPACE FOR RECORDER'S USE ONLY**

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

## **NOTICE OF COMPLETION**

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 E. Chapman Ave., Orange, California, caused improvements to be made to the property to with: Bid #1267 for A/C Units Replacement at Child Development Center at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the June 15, 2015, which contract was made with Bon Air, Inc. PO 15-0036339 as contractor; that said improvements were completed on the September 25, 2015 and accepted by formal action of the governing Board of said District on the 28th day of September, 2015; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Developers Surety and Indemnity Company.

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

Executed on September 29, 2015 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

Peter J. Hardash, Vice Chancellor

Rancho Santiago Community College District

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

State of California )  
                                  §  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by  
\_\_\_\_\_

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature \_\_\_\_\_

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Agreement with PAL id Studio, Inc. for Furniture and Equipment Design Services for the Orange Education Center	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for furniture and equipment design services related to the Orange Education Center (OEC). The consultant will assist the District with an inventory list of existing furniture and equipment and space plan drawings. The consultant shall also assist and provide oversight in coordinating with the District and vendors for product bidding, delivery and installation. The District is in need of a consultant specializing in furniture and equipment design services to assist the District in proper selection of the furniture and equipment for each space designed to ensure programmatic needs are adequately addressed.

**ANALYSIS:**

A Request for Qualifications/Request for Proposal #1415-97 for Furniture and Equipment/Move Management Consulting Services was released and advertised on March 9, 2015. The District received two responses from PAL id Studio, Inc. (Fullerton) and Systems Source, Inc. (Irvine). A selection committee convened on April 2, 2015 to review the proposals and held an interview with PAL id Studio, Inc. on April 8, 2015. PAL id Studio, Inc. was deemed qualified for the short list. The selection committee recommends PAL id Studio, Inc. after a thorough review based upon the culmination of their RFP response, experience, team members, approach to the project, fee, schedule and familiarity with similar projects as outlined in the RFP. It is recommended that the District enter into an agreement with PAL id Studio, Inc. to provide furniture and equipment design services related to the Orange Education Center.

The services covered by this agreement shall commence on September 29, 2015 and ends December 31, 2018. The services are based on a fixed fee in the amount of \$58,000, and includes \$2,500 in reimbursable expenses.

This agreement is funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with PAL id Studio, Inc. for Furniture and Equipment Design Services for the Orange Education Center as presented.

Fiscal Impact:	\$58,000	Board Date: September 28, 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: 9/28/15**

Project: Orange Education Center

Site: **Santiago Canyon College**

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Consultants: **PAL id Studio, Inc**

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Type of Service: Furniture & Equipment Design Services

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Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
					End	
Original Contract Amount		\$55,500.00	\$ 2,500.00	9/29/2015		12/31/2018
<b>Total Agreement Amount</b>		<b>\$58,000.00</b>				

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**DESCRIPTION:**

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Agreement for furniture and equipment design services for the Orange Education Center Project

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**Total Proposed Amount:** **\$58,000.00**

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**Contract End Date:** **12/31/2018**

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Agreement for Ellucian Payment Center	
Action:	Request for Approval	

**BACKGROUND**

A strategic partnership between TouchNet and Ellucian provides an enterprise-grade Payment Center, which is designed specifically for higher education to build a secure and compliant payment environment for processing credit card payments.

**ANALYSIS**

The Ellucian Payment Center with Merchant services is TouchNet Payment Center which delivers real-time integration into Ellucian Colleague and will allow RSCCD to take payments securely and efficiently, with expandability. TouchNet provides a single commerce platform for a variety of payment solutions (web, in-person, and mobile).

RSCCD would like to enter into a five-year agreement. Software subscription fees for the Ellucian Payment Center with Merchant is \$39,800 per year, with annual increases not to exceed 4.5%. There is a one-time implementation fees of \$12,100.

This project will be funded by the colleges based upon their usage. The average credit card fees over the last 4 years is over \$200,000 per year; therefore, this project is expected to bring significant annual savings with increased reliability and security. We currently pay 2.5% for processing fees. We are eligible to use Heartland through an agreement with Community College League of California, who chose Heartland Payment Systems with TouchNet as their payment gateway. Under this agreement we will pay interchange plus 8, or approximately 1.3%.

There are additional licensing fees for the TouchNet Payment Center; please refer to the docket item, "Approval of Proposal for TouchNet Application Subscription Program (ASP)" for complete project costs.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement for the new payment center commerce platform between Ellucian/TouchNet and Rancho Santiago Community College District as presented.

Fiscal Impact:	\$51,900 first year (not to exceed)	Board Date: September 28, 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	



Ellucian, Inc.  
4375 Fair Lakes Ct., Fairfax, VA 22033, USA

**Order Form**

Created Date 7/15/2015

**Contact Information**

Account Name Rancho Santiago Community College District

Underlying Agreement: This Order Form amends the latest Software License & Services Agreement or General Terms and Conditions Agreement (as applicable) between the parties, as previously amended ("Agreement").

Product	Quantity	Net Unit Price	Total Sales Price
TOUCHNET- ELLUCIAN PAYMENT CENTER IMPLEMENTATION SERVICES	1.00	USD 12,100.00	USD 12,100.00
TOUCHNET- ELLUCIAN PAYMENT CENTER WITH MERCHANT- 5YR	1.00	USD 39,800.00	USD 39,800.00

**Total Fee**

Total Discount Amount	USD 0.00
Quote Total	USD 51,900.00

Services fees and reimbursable expenses (as provided for in the Agreement) will be invoiced on a monthly, as provided/as incurred basis. Ellucian personnel rendering services bill for preparation time and follow-up time.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. The Agreement, as amended by this non-cancelable Order Form, remains unchanged and in full force and effect. In executing this Agreement, Client has not relied on the availability of either any future version of any Baseline Component System, or any future software product.

**Ellucian**

**Client**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

The last date of signature is the "Execution Date" of this Order Form.



**ELLUCIAN PAYMENT CENTER BY TOUCHNET  
SUBSCRIPTION SERVICES AGREEMENT**

**ELLUCIAN INC.** (“Ellucian”)  
4375 Fair Lakes Court  
Fairfax, VA 22033  
[contract-management@ellucian.com](mailto:contract-management@ellucian.com)

and

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (“Client”)  
2323 N. Broadway  
Santa Ana, California 92706-1640

Client and Ellucian agree that subject to the Ellucian General Terms and Conditions (Master) Agreement separately signed and expressly incorporated by reference herein, Ellucian will license to Client and Client will accept of the following Ellucian Payment Center by TouchNet Subscription License for the entirety of the Subscription Services Term provided in Part I herein, and, if provided for in Part II below, Ellucian will provide Implementation Services (as defined below) to Client and Client will purchase such Implementation Services during a period of twelve (12) consecutive months that commences upon the Execution Date hereof, on the terms and conditions set forth in this Ellucian Payment Center by TouchNet Subscription Services Agreement (“Agreement”). The Agreement is effective as of the last day by which it has been executed by both parties, as shown in the signature lines of this Agreement (the “Execution Date”).

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**1. DEFINITIONS**

Each term defined below has the meaning given to that term below whenever the term is used in this Agreement. Other capitalized terms are defined elsewhere in this Agreement.

- (a) **“Defect”** means a material deviation between the Subscription Services and its Documentation. The Error Support Assistance Services Description attached hereto as Exhibit 3 to Part I is incorporated herein by reference.
- (b) **“Documentation”** means the written and on-line user documentation that Ellucian provides or makes available to Client for the Subscription Services, as updated from time to time by Ellucian. Documentation includes, but is not limited to, the Ellucian Payment Center by TouchNet Software Supplement that is attached hereto as Exhibit 1 to Part I and is incorporated herein by reference.
- (c) **“Implementation Services”** means, if applicable, the services identified in Part II and more particularly described in Exhibit 1 to Part II hereof (the Scope of Services – TouchNet Implementation Services description) (attached hereto and incorporated herein by reference) required to implement the Subscription Services contemplated herein (if Client has contracted for such Implementation Services). Some or all of the Implementation Services contemplated under this Agreement may be provided to Client by Ellucian’s subcontractor, TouchNet Information Systems, Inc. (“TouchNet”).
- (d) **“Client Application”** means an online application that Client (or a third party acting on behalf of Client) creates using, and that interoperates with, the Subscription Services.
- (e) **“Client Data”** means all electronic data or information submitted by Client to the Subscription Services.
- (f) **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- (g) **“Non-Ellucian Applications”** means online applications and offline software products that are provided by entities or individuals other than Ellucian and are clearly identified as such, and that may interoperate with the Products or Subscription Services.
- (h) **“Products”** means the Ellucian proprietary products used by Ellucian to provide the Subscription Services contemplated hereunder to Client and as listed in Part I. Products may also be referred to

herein as “Software.” The functionality of the Products as they relate to the Subscription Services is described in the Ellucian Payment Center by TouchNet Description that is attached hereto as Exhibit 2 to Part I and is incorporated herein by reference.

- (i) **“Subscription Services”** means the Products and services that are utilized (or which may be utilized) on an ongoing basis by Client under Part I and made available by Ellucian online. “Subscription Services” exclude Non-Ellucian Applications. See Section 2 below. The TouchNet Subscription License is a subscription-based, limited term license to use only the Subscription Services identified in Part I hereof, in Object Code only, for the Annual Subscription Fees set forth in Part I, on the terms and conditions set forth in this Agreement.
- (j) **“Users”** means individuals who are authorized by Client to use the Subscription Services, for whom subscriptions to the Subscription Services have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client).

## 2. SUBSCRIPTION SERVICES

**2.1 Provision of Subscription Services.** Ellucian shall make the Subscription Services available to Client pursuant to this Agreement and the applicable payment and other terms as set forth in Part I during the Subscription Services Term as defined herein. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Ellucian regarding future functionality or features. For the avoidance of doubt, Subscription Services do not include any Implementation Services, although Implementation Services may be purchased under this Agreement (see Part II); if no Implementation Services are listed in Part II (or if Part II is omitted from this Agreement in its entirety), then Ellucian shall have no obligation to provide any Implementation Services in conjunction with the Subscription Services.

**2.2 User Subscriptions.** Unless otherwise specified in the applicable Attachments, (i) Subscription Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as specifically set forth herein, (ii) additional User subscriptions may be added during the Subscription Services Term at Ellucian’s then-current pricing in effect for such User subscriptions, prorated for the remainder of the Subscription Services Term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Subscription Services.

**2.3 Ellucian Responsibilities.** During the Subscription Services Term, Ellucian shall:

- (i) Provide enhancement and support services for the Subscription Services, to include:
  - a. using reasonable commercial efforts to provide avoidance procedures or corrections for Defects;
  - b. providing revisions, updates and enhancements to the Products, as such Products are used in the provision of the Subscription Services.
- (ii) Use commercially reasonable efforts to make the Subscription Services available except for:
  - a. planned downtime, and
  - b. any unavailability caused by circumstances beyond Ellucian’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Ellucian employees), Internet service provider failures or delays, or denial of service attacks.
- (iii) Provide the Subscription Services in accordance with applicable laws and government regulations.

**2.4 Ellucian Protection of Client Data.** Using reasonable efforts within its direct control, Ellucian shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Ellucian shall not (a) modify Client Data, (b) disclose Client Data except as compelled by law in accordance with the Confidentiality: Compelled Disclosure section below or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Subscription Services and prevent or address service or technical problems, or at Client’s request in connection with Client support matters. Client is solely and exclusively responsible for the collection, accuracy, currency, quality, legality, completeness and use of Client Data that is stored on the Systems (as defined in Section 6.2), disclosed to or used by Client, Users or other authorized service providers in connection with the Subscription Services.

**2.5 Client Data Backup.** Ellucian shall be responsible for backup and recovery of Client Data held by it, or on, facilities or hardware under Ellucian’s control.

- 2.6 Service Level Agreement.** The Error Support Assistance Services Description attached hereto as Exhibit 3 to Part I is incorporated herein by reference.
- 2.7 Client Responsibilities.** Client shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which it acquired Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Ellucian promptly of any such unauthorized access or use, and (iv) use the Subscription Services only in accordance with this Agreement, the Documentation and applicable laws. Client shall not (a) make the Subscription Services available to anyone other than Users, (b) sell, resell, rent or lease the Subscription Services, (c) use the Subscription Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Subscription Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Subscription Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Subscription Services or their related systems or networks. Client agrees that it is solely responsible for the content of all communications (including without limitation, electronic communications) while using its account. Client agrees that Users will not use the Subscription Services to communicate, by way of electronic communication or otherwise, any message or material that (i) is libelous, harmful to minors, obscene or constitutes pornography, (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful, or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation (hereafter items (i), (ii) and (iii) are collectively referred to as "Communication Breaches").

### **3. NON-ELLUCIAN PROVIDERS**

- 3.1 Acquisition of Non-Ellucian Products and Services.** Ellucian may make third-party products or services including but not limited to Non-Ellucian Applications and implementation, customization and other consulting services available to Client through the Subscription Services. All obligations and terms and conditions related to these third party products or services are the responsibility of Client, not Ellucian. The third party service providers may require Client to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between Client and the third party. Any third party's use of information that Client provides as part of using their service is subject to the privacy statements and practices of that third party and/or their suppliers. Ellucian encourages Client to review the privacy statement of these third party providers. Ellucian is not responsible for the privacy statements or privacy practices of these third party providers or their suppliers.
- 3.2 Non-Ellucian Applications and Client Data.** If Client installs or enables Non-Ellucian Applications for use with Subscription Services, Client acknowledges that Ellucian may allow providers of those Non-Ellucian Applications to access Client Data as required for the interoperation and support of such Non-Ellucian Applications with the Subscription Services. Ellucian shall not be responsible for any disclosure, modification or deletion of Client Data resulting from any such access by Non-Ellucian Application providers. The Subscription Services shall allow Client to restrict such access by restricting Users from installing or enabling such Non-Ellucian Applications for use with the Subscription Services.
- 3.3 Integration with Non-Ellucian Applications.** The Subscription Services may contain features designed to interoperate with Non-Ellucian Applications. To use such features, Client may be required to obtain access to such Non-Ellucian Applications from their providers. If the provider of any such Non-Ellucian Application ceases to make the Non-Ellucian Application available for interoperation with the corresponding Subscription Service features, Ellucian may cease providing such Service features without entitling Client to any refund, credit, or other compensation.

### **4. FEES AND PAYMENT**

- 4.1 Fees.** Client shall pay all fees specified in Parts I and II hereunder. Except as otherwise specified herein or in Part I or Part II, (i) fees are based on products, services and/or Users purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant Subscription Services Term stated in Part I.
- 4.2 Payment Terms.** Time is of the essence with regard to Client's payment obligations under this Agreement. Except with respect to the Annual Subscription Fee due for the initial Subscription Year

(which is due on the Execution Date as otherwise provided in Part I), Annual Subscription Fees will be invoiced in advance and otherwise in accordance with Part I. The Total Services Fee stated in Part II is also due on the Execution Date without prior invoice. Unless otherwise stated in the Attachments I or II, payment terms are net cash due and payable thirty (30) days of the date of any invoice issued by Ellucian under this Agreement. Interest shall accrue on any amounts due and unpaid more than thirty (30) days after the invoice is received at a rate equal to the lesser of 1½% per month, or the highest rate permitted by law. In the event that Client questions the amounts charged on any invoice, it must communicate those questions to Ellucian within five (5) business days of Client's receipt of such invoice. Ellucian shall not exercise its right to charge interest or its rights under the Suspension of Service section, below, if Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. Client is responsible for providing complete and accurate billing and contact information to Ellucian and notifying Ellucian of any changes to such information.

**4.3 Suspension of Service.** If any fee or charge owing by Client is thirty (30) days or more overdue or if Client has committed any Communication Breaches or any Prohibited Acts (as defined in Section 6.2), Ellucian may, without limiting its other rights and remedies, suspend Subscription Services until such amounts are paid in full or such Communication Breaches or Prohibited Acts are stopped, provided Ellucian has given Client ten (10) or more days prior notice that its account is overdue or that Communication Breaches or Prohibited Acts were committed, as applicable.

**4.4 Currency.** All amounts are stated in, and are payable to Ellucian in United States Dollars (USD/\$).

## 5. TAXES

All taxes, of whatever nature, arising or resulting from this Agreement, except for taxes based on the net income of Ellucian, shall be borne by Client.

## 6. PROPRIETARY RIGHTS

**6.1 Reservation of Rights in Subscription Services.** Subject to the limited rights expressly granted hereunder, Ellucian reserves all rights, title and interest in and to the Subscription Services and Products, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein. Client shall be the exclusive owner of all Client Data provided hereunder.

**6.2 Restrictions.** Client shall not itself, and shall not permit the Users to, do any of the following acts (individually, a "Prohibited Act", and collectively, "Prohibited Acts") to the systems using the Subscription Services and Products (the "Systems"): (i) willfully tamper with the security of the Systems or tamper with other accounts of Ellucian, (ii) access data on the System not intended for Client, (iii) log into a server or account on the System that Client is not authorized to access, (iv) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization, (v) willfully render any part of the Systems unusable, (vi) permit any third party to access the Systems except as permitted herein, (vii) create derivative works based on the Systems except as permitted herein, (viii) copy, frame or mirror any part or content of the Systems, other than copying or framing on Client's own intranets or otherwise for its own internal business purposes, (ix) reverse engineer the Systems, or (x) access the Systems in order to (a) build a competitive product or service or (b) copy any features, functions or graphics of the Systems.

**6.3 Client Applications and Code.** If Client, a third party acting on Client's behalf, or a User creates applications or program code using the Subscription Services, Client authorizes Ellucian to host, copy, transmit, display and adapt such applications and program code.

**6.4 Suggestions.** Ellucian shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Subscription Services or Products any suggestions, enhancement requests, recommendations or other feedback provided by Client, including its Users, relating to the operation of the Systems.

## 7. CONFIDENTIALITY

**7.1 Definition of Confidential Information.** As used herein, "Confidential Information" means all non-public information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client shall include Client Data; Confidential Information of Ellucian shall include the Systems, Subscription Services and Products subscribed to by Client under this Agreement; and Confidential Information of each

party shall include the terms and conditions of this Agreement and all Attachments, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

**7.2 Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees who need such access for purposes consistent with this Agreement. Neither party shall disclose the terms of this Agreement (including Part I and Part II, as applicable) or any exhibits or attachments hereto to any third party without the other party's prior written consent.

**7.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## **8. LIMITED WARRANTY, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**8.1 Ellucian Limited Warranties.** (i) Ellucian warrants that during the Subscription Services Term, the Subscription Services, as used by Client for its own business operations in accordance with the provisions of this Agreement will operate without Defects; and (ii) Ellucian will not intentionally transmit Malicious Code to Client, provided it is not a breach of this subpart (ii) if Client or a User uploads a file containing Malicious Code into the Subscription Services and that file containing Malicious Code is later downloaded by Client or a User.

**8.2 Remedy for Breach of Section 8.1(i).** For each Defect, Ellucian as soon as reasonably practicable and at its own expense will provide Client with an avoidance procedure for or a correction of the Defect. If, despite Ellucian's reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 10 of this Agreement, Client can pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. This remedy is exclusive and is in lieu of all other remedies, and Client's sole obligations for breach of the limited warranty set forth in Section 8.1(i), are contained in this Section 8.2.

**8.3 Disclaimer.** The limited warranties in Section 8.1 are made to Client exclusively and are in lieu of all other warranties, express or implied. **ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE PRODUCTS OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.**

## **9. MUTUAL INDEMNIFICATION**

**9.1 Indemnification by Ellucian.** Ellucian shall defend Client against any claim, demand, suit or proceeding made or brought against Client by a third party alleging that the use of the Subscription Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against Client"), and shall indemnify Client for any damages, attorney fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of, a Claim Against Client; provided that Client (a) promptly gives Ellucian written notice of the Claim Against Client, (b) gives Ellucian sole control of the defense and settlement of the Claim Against Client, and (c) provides to Ellucian all reasonable assistance, at Ellucian's expense, to facilitate the defense or settlement of the Claim Against Client. In the event of a Claim Against Client, or if Ellucian reasonably

believes the Subscription Services may infringe or misappropriate the intellectual property rights of a third party, Ellucian may in its discretion and at no cost to Client (i) modify the Subscription Services so that they no longer infringe or misappropriate, without breaching Ellucian's warranties under Ellucian Warranties above, (ii) obtain a license for Client's continued use of the Subscription Services in accordance with this Agreement, or (iii) terminate Client's User subscriptions for such Services upon at least thirty (30) days' written notice and refund Client any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

**9.2 Indemnification by Client.** Client shall defend Ellucian against any claim, demand, suit or proceeding made or brought against Ellucian by a third party alleging that the Client Data, or Client's use of the Products or Subscription Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Ellucian"), and shall indemnify Ellucian for any damages, attorney fees and costs finally awarded against Ellucian as a result of, or for any amounts paid by Ellucian under a court-approved settlement of, a Claim Against Ellucian; provided that Ellucian (a) promptly gives Client written notice of the Claim Against Ellucian, (b) gives Client sole control of the defense and settlement of the Claim Against Ellucian, and (c) provides to Client all reasonable assistance, at Client's expense, to facilitate the defense or settlement of the Claim Against Ellucian.

**9.3 Exclusive Remedy.** This Mutual Indemnification section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

## 10. LIMITATION OF LIABILITY

**10.1 Limitation of Liability.** ELLUCIAN'S AGGREGATE LIABILITY FOR ANY AND ALL MATTERS UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY INCLUDING NEGLIGENCE) SHALL IN NO EVENT EXCEED THE GREATER OF \$10,000 OR THE AMOUNT PAID BY CLIENT HEREUNDER IN THE SIX (6) MONTHS PRECEDING THE INCIDENT.

**10.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL ELLUCIAN HAVE ANY LIABILITY TO CLIENT FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. TERM AND TERMINATION

**11.1 Term of Agreement.** This Agreement is effective upon the Execution Date. The Subscription Services will commence on the Commencement Date identified in Part I and will continue until the Expiration Date, also identified in Part I (the "Subscription Services Term" as further defined below). Each annual period during the Subscription Services Term is referred to herein as a "Subscription Year" (as further defined below).

**11.2 Termination for Cause.** A party may terminate this Agreement for cause, which may include but is not limited to nonpayment of fees due hereunder and/or termination of the separately signed Ellucian General Terms and Conditions Agreement that has been expressly incorporated by reference herein, (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**11.3 Payment upon Termination.** In no event shall any termination relieve Client of the obligation to pay any fees payable to Ellucian for all periods prior to the effective date of termination.

**11.4 Surviving Provisions.** The sections titled Fees and Payment, Proprietary Rights, Confidentiality, Warranties and Disclaimers, Mutual Indemnification, Limitation of Liability, Refund or Payment Upon Termination, Surviving Provisions, and General Provisions shall survive any termination or expiration of this Agreement.

**11.5 Post Termination Actions.** Upon termination of this Agreement, Client will immediately cease use of the Products and Subscription Services. Client will no longer have access to the Subscription Services, Products or any data contained within the Systems. Each party shall promptly return to the other party any Confidential Information of the other party that is in their possession or certify in writing to its permanent destruction.



## 12. GENERAL PROVISIONS

- 12.1 Notices.** Any notice given under this Agreement shall be provided to the parties at the addresses shown below, unless notice of a different addressee and/or address is provided in writing by one party hereto to the other. In addition, Client must promptly send copies of any notice of material breach and/or termination of this Agreement to Ellucian's General Counsel at 4 Country View Road, Malvern, Pennsylvania 19355, FAX number (610) 578-3700, or to such other place as Ellucian may subsequently designate for its receipt of such notices.
- 12.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles.
- 12.3 Severability; No Waiver.** In the event that any term or condition of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect on the other terms and conditions, which shall continue to be binding upon the parties hereto. Lack of enforcement of any term or condition in this Agreement shall not be construed as a waiver of any rights conferred by such term or condition.
- 12.4 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). For these purposes, "assignment" will include use of the Subscription Services or Products by or for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Client, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. Ellucian reserves the right to assign this Agreement, in whole or in part, to Ellucian's successor by merger or consolidation. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.5 Non-solicitation.** Client acknowledges and agrees that the employees and consultants of Ellucian who perform the Subscription Services are a valuable asset to Ellucian and are difficult to replace. Accordingly, Client agrees that, for a period of one (1) year after the termination or expiration of this Agreement, Client shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any Ellucian employee or consultant who is directly involved in the performance of the Subscription Services. Client agrees that for each individual that Client hires or engages in violation of this Section, Client shall pay to Ellucian liquidated damages equal to one hundred percent (100%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Client or Ellucian, whichever amount is greater. This restriction shall not apply to any individual employed by Ellucian who voluntarily seeks employment with Client in response to general employment advertisements in the newspapers, trade publications or other public commercial media or as an unsolicited walk-in candidate.
- 12.6 Independent Contractors.** Client and Ellucian acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the parties are acting as independent contractors in making and performing this Agreement.
- 12.7 Entire Agreement.** This Agreement, including Part I, Part II (if attached), and all exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement (Part I and Part II) and any exhibit or addendum hereto or any attachment, the terms of such exhibit, addendum or attachment shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding attachments) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**EXHIBITS TO ELLUCIAN PAYMENT CENTER BY TOUCHNET SUBSCRIPTION SERVICES AGREEMENT (incorporated herein by reference):**

Exhibit 1 to Part I: Ellucian Payment Center by TouchNet Software Supplement

Exhibit 2 to Part I: Ellucian Payment Center by TouchNet – Description

Exhibit 3 to Part I: Error Support Assistance Services

Exhibit 1 to Part II: Scope of Services – TouchNet Implementation Services (if applicable)

**Ellucian**

**Client**

**By:**

\_\_\_\_\_  
*Authorized Signature*

**By:**

\_\_\_\_\_  
*Authorized Signature*

**Name:**

Joan B. Haynes  
\_\_\_\_\_  
*Printed*

**Name:**

\_\_\_\_\_  
*Printed*

**Title:**

Director of Contracts Administration  
\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

September 21, 2015  
\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Client**

Billing Contact Information

**Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City, State, Zip:**

\_\_\_\_\_



**PART I  
SUBSCRIPTION SERVICES**

<b>SUBSCRIPTION SERVICES:</b>	<b><u>ELLUCIAN PAYMENT CENTER BY TOUCHNET</u></b> <sup>1</sup>
<b>COMMENCEMENT DATE:</b>	First day of the next month following the Execution Date
<b>SUBSCRIPTION SERVICES TERM:</b>	The TouchNet Subscription Services Term will begin on the Commencement Date identified above, and will end <b>five (5) years</b> thereafter (the “Expiration Date”)
<b>ANNUAL SUBSCRIPTION FEE:</b>	<b>\$39,800</b> <sup>2,3</sup>
	Annual Subscription Fee Includes: <ul style="list-style-type: none"> <li>• One (1) production environment</li> <li>• One (1) test environment</li> </ul>

<sup>1</sup> In order to use the Ellucian Payment Center by TouchNet Component System, Client must separately contract with a merchant services provider (such as TouchNet) for merchant services (that is, the services that enable a business to accept a transaction payment from a customer’s credit card or debit card through a secure channel). Merchant services are NOT provided by Ellucian and are NOT included as part of the fees payable to Ellucian. By its execution of this Agreement, Client represents that it has contracted directly with or that it intends to contract directly with TouchNet for the provision of merchant services.

<sup>2</sup> The “Annual Subscription Fee” identified above represents the subscription fee for the initial full twelve (12) month period commencing on the Commencement Date (each such twelve month period commencing on the Commencement Date or an anniversary of that date during the TouchNet Subscription Services Term is herein referred to as a “Subscription Year”). For each Subscription Year subsequent to the initial Subscription Year, the Annual Subscription Fee may increase by four percent (4%) over the Annual Subscription Fee payable for the immediately preceding Subscription Year.

<sup>3</sup> For the purposes of this Agreement, the “TouchNet Subscription License” means the remotely-hosted, “software-as-a-service” (or “SaaS”) subscription license described herein. During the TouchNet Subscription Services Term (as defined above), Ellucian will provide Client with the TouchNet Subscription License conditioned upon payment of the Annual Subscription Fees set forth herein. The TouchNet Subscription License is provided by Ellucian on a “term-of-years” annual subscription (as opposed to a perpetual) basis, for the duration of the TouchNet Subscription Services Term. Upon any expiration of the TouchNet Subscription Services Term and/or any termination of this Agreement, Client’s right and license to access the TouchNet Subscription License will expire.

**Note:** Error support services for the TouchNet Component System, as described in Exhibit 3 to Part I to this Agreement, are included with the TouchNet Subscription License. The Ellucian Payment Center by TouchNet Software Supplement that is attached and marked as Exhibit 1 to Part I contains additional terms, conditions, limitations and/or other information pertaining to the use of Ellucian Payment Center by TouchNet Software. If any terms of the Ellucian Payment Center by TouchNet Software Supplement conflict with any other terms of this Agreement, the terms of the Ellucian Payment Center by TouchNet Software Supplement will control.

**Payment Terms: Subscription Fees:** The Annual Subscription Fee for the initial Subscription Year will be invoiced by Ellucian on the Execution Date, and payment therefor is due in accordance with Section 4 (Fees and Payment) of this Agreement. Thereafter, for each successive Subscription Year during the TouchNet Subscription Services Term, the Annual Subscription Fee may increase by four percent (4%) over the Annual Subscription Fee payable for the immediately preceding Subscription Year, will be invoiced by Ellucian in advance, prior to the commencement of each such Subscription Year, and shall be due and payable in accordance with Section 4 of this Agreement.

**Delivery:** By not later than thirty (30) days following the Execution Date, Ellucian will provide Client with an electronic “ticket” notifying Client that Client can log into the TouchNet Component System. The date on which Client is provided with to access the TouchNet Subscription License is the “Delivery Date” for the purposes of the Ellucian Payment Center by TouchNet Component System.



**EXHIBIT 1 TO PART I  
ELLUCIAN PAYMENT CENTER BY TOUCHNET SOFTWARE SUPPLEMENT**

**1. Definitions; Ownership:** “Ellucian Payment Center by TouchNet” means the Component System identified in Part I of this Agreement. The Ellucian Payment Center by TouchNet is described more particularly in Exhibit 2 to Part I of the Agreement. A “Campus Entity” is a college or university campus or facility that offers a degree program in its own name. A Campus Entity may have multiple branch locations from which classes or other services are offered; however, a branch will not be considered a Campus Entity unless it offers a degree program in its own, separate name. Client may have multiple Campus Entities, and the Ellucian Payment Center by TouchNet subscription fees and other charges will vary depending upon (among other factors) the number of Campus Entities included within a single Client.

**2. Rights Granted:** Client is granted a license to use the Ellucian Payment Center by TouchNet, for the fees and for the period specified in the Ellucian Payment Center by TouchNet Table. Client’s license is subject to the following additional limitations:

**Authorized Use.** The use of the Ellucian Payment Center by TouchNet is restricted to ~~two (2) one~~ ~~(±)~~ Campus Entity and includes one (1) production environment and one (1) test environment. Additional Campus Entity licenses are available for additional fees.

**TouchNet Connects.** The TouchNet Connects component of the Ellucian Payment Center by TouchNet is licensed to Client solely for the purpose of enabling Client to access (and interface with) the component of Ellucian Payment Center by TouchNet that resides at the TouchNet Data Center. TouchNet Connects may not be used for any other purpose whatsoever. Unless otherwise specifically agreed, installation and configuration of TouchNet Connects will be the sole responsibility of Client.

**3. Ownership:** Ellucian Payment Center by TouchNet is owned by TouchNet Information Systems, Inc. (“TouchNet”) and is provided to Client pursuant to a written agreement between TouchNet and Ellucian.

**4. Availability Guarantee and Credit Allowance:**

**Availability Guarantee.** The objective is to make the Ellucian Payment Center by TouchNet available twenty-four hours a day, seven days a week, except for scheduled maintenance. In addition, Client will be able to access Ellucian Payment Center by TouchNet ninety-nine percent (99%) of the time (excluding scheduled maintenance) in any given month (“Availability Guarantee”).

**Remedy.** In the event that Client’s access to Ellucian Payment Center by TouchNet becomes unavailable (excluding during scheduled maintenance time), Client must immediately furnish notice of such unavailability to Ellucian. Unless Client’s access to Ellucian Payment Center by TouchNet is rendered unavailable for reasons beyond Ellucian’s or TouchNet’s control, if Client has furnished Ellucian with the prescribed notice and Client’s access to Ellucian Payment Center by TouchNet, during any month, falls below the Availability Guarantee, then TouchNet, on behalf of Ellucian, will, upon Client’s request, grant to Client a credit in an amount equal to twenty percent (20%) of the Subscription Fees for the month in which Client’s access fell below the Availability Guarantee (the “Credit”). Scheduled maintenance will not be counted in the calculation of any Credit. All Credits (based upon the Availability Guarantee) will be calculated based on the total hours in a particular month, and all months will be deemed to be comprised of thirty (30) days. For purposes of calculating Credits, any period of unavailability will be counted from the time such unavailability is reported to Ellucian until such time that access is restored.

**Scheduled Maintenance.** Routine maintenance or repair may be required from time to time, and that during such periods of maintenance or repair, Ellucian Payment Center by TouchNet may not be available for Client's use. The objective is to minimize the duration of any such unavailability and will endeavor to perform routine maintenance outside of Normal Business Hours, normally occurring the second Friday of every month between the hours of 2 and 6 a.m., C.S.T. To the extent possible, Client will be given at least twenty-four (24) hours advance notice of down-time for scheduled maintenance.

**Catastrophic Events.** Disruptions in the interconnection with the servers resulting from the neglect or other fault of Client and/or its agents or contractors and "Catastrophic Events" such as power outages, wide-ranging failures in the Internet (or its successor global communications network), or in telecommunications services, and similar calamities, are outside Ellucian's and TouchNet's control and are not Ellucian's or TouchNet's responsibility. Except as stated in this Section, Ellucian and TouchNet make no representations or warranties with respect to up-time, availability, or the like.

**5. Warranty:** In place of any other warranty otherwise provided for in the Agreement, with respect to the Ellucian Payment Center by TouchNet, the following limited warranty is provided for the Ellucian Payment Center by TouchNet:

During the term of Client's subscription therefor, Ellucian Payment Center by TouchNet will perform substantially in accordance with its documentation (but not, however, that Ellucian Payment Center by TouchNet is error-free, since all software contains some programming errors). Provided, that this limited warranty does not apply to performance problems caused by (i) events beyond Ellucian's or TouchNet's reasonable control, including vandalism, civil disturbance, fire, flood, storm, or other exposures to the elements or to temperature extremes; (ii) unavailability or malfunctioning of telecommunication services; (iii) tampering, failure of electric power, abuse, or misuse; (iv) operator mistakes; (v) equipment, software, or other items (whether or not included within Ellucian Payment Center by TouchNet) not developed, manufactured, created, or produced by Ellucian or TouchNet; (vi) a failure to comply with its documentation or the terms of the Agreement (including this Supplement) or a failure to use Ellucian Payment Center by TouchNet in accordance with its intended purpose; (vii) modifications of Ellucian Payment Center by TouchNet not performed by Ellucian or its authorized representatives; (viii) combinations or integrations of Ellucian Payment Center by TouchNet with devices or software not provided by Ellucian or its authorized representatives; or (ix) Client's use of Ellucian Payment Center by TouchNet as part of an invention by Client or as part of a new configuration, which, in either case, includes materials or methods not supplied or approved by Ellucian or its authorized representatives.

**DISCLAIMER OF WARRANTIES.** EXCEPT AS STATED IN THE IMMEDIATELY PRECEDING PARAGRAPH, NEITHER ELLUCIAN NOR TOUCHNET MAKES, AND EACH OF THEM HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WITH RESPECT TO THE SOFTWARE AND ANY RIGHT OF ACCESS THERETO, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

**6. LIMITATION OF LIABILITY: IN NO EVENT WILL ELLUCIAN'S LIABILITY IN CONNECTION WITH ELLUCIAN PAYMENT CENTER BY TOUCHNET BE GREATER THAN THE FEES CLIENT HAS PAID TO ELLUCIAN FOR THE USE OF ELLUCIAN PAYMENT CENTER BY TOUCHNET DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. ELLUCIAN WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF ELLUCIAN PAYMENT CENTER BY TOUCHNET. THE LIMITATIONS IN THIS SECTION WILL APPLY TO ANY AND ALL CLAIMS WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.**



**EXHIBIT 2 TO PART I  
ELLUCIAN PAYMENT CENTER BY TOUCHNET – DESCRIPTION**

Ellucian Payment Center by TouchNet is designed to be an integrated payment portal for Client. It provides Client with three (3) main areas of functionality as follows:

**1. Account Center.** The Account Center within Ellucian Payment Center by TouchNet enables students to view their real-time account balance, make payments using credit cards or electronic checks, and register their parents or guardians as authorized users. Payments made through the Account Center may be linked to TouchNet Merchant Services or a TouchNet approved third-party processor. Account Center posts successful payments to the appropriate student accounts in real-time and automatically sends email notifications to students via their school-assigned email addresses.

- **Current Activity** – Current Activity shows all activity posted to the student account after the billing date that can include charges and credits.
- **Payment History** – End-users may access previous billing statements by clicking on the Bill History drop-down menu and selecting a bill. The end-user will be presented with the billing statement from that date.
- **Payment Methods** – The ability to pay towards the account using a credit card or electronic checks.
- **Stored Payment Methods** – Stored Payment Methods are payment identities frequently used by the end-user. Within the credit card identity, account nicknames, name on the card, account number, and expiration date are identified. In a similar way, the checking account identity contains account nickname, the account number, and the routing number.
- **Authorized Users** - This profile allows the end-user to establish an access profile for a third-party user (i.e. parent, guardian, or an employer) and within each profile; the name, e-mail address, username, and password for the third-party user are contained.
- **E-mail Notifications** - Account Center stores the primary billing e-mail address for the student, as well as an optional secondary e-mail account. The secondary e-mail address is saved in the Account Center database and will only be used for billing-related notifications.

**2. Payment Engines.** The Payment Engines consists of a core of transaction management routines, integration software, administration support routines, and Credit Card, Debit Card and ACH payment methods.

(a) **Credit Card Engine.** The Credit Card Engine provides the ability to authorize and accept valid credit card payments in real-time via TouchNet Merchant Services. If Client has declined the TouchNet Merchant Services, the Credit Card Engine will interface with other TouchNet approved processors (which, at this time, include FDC Nashville/Envoy, First Data North, First Data South, First Horizon, GPS East, Moneris, Moneris eSelect Plus, Elavon, Paymentech, Tsys (formerly VisaNet/Vital), and RBS Lynk).

(b) **ACH Engine.** The ACH Engine includes the ability to accept electronic check (eCheck) payments via the ACH network. A NACHA compliant file is generated to submit to the Automatic Clearing House network and a participating bank. ACH software includes:

- ACH transaction reports.
- User interface that enables a user to enter bank routing information, account number, and check number.

- Local database that validates bank routing numbers entered by the user.
- Functionality to create an Automated Clearing House Debit Transfer file.

Additional fees will apply if the Campus Entity engages Ellucian/TouchNet to develop a custom file exchange program that transmits ACH files to the Campus Entity's bank.

(c) **Debit Card Engine.** The Debit Card Engine provides payments both from signature debit cards and certain ATM Network debit payment transactions. In-person PIN debit transactions require the license of TouchNet Cashiering products and integrated point of sale (POS) hardware. If Client has declined the TouchNet Merchant Services, the Debit Card Engine will only interface with other TouchNet approved processors (which, at this time, include for Atlanta BuyPass via Secure Transport, FDC-North, GPS-East, Moneris, Moneris eSelect Plus, and Elavon).

**3. Centralized Administration.** Ellucian Payment Center by TouchNet includes a centralized location to manage system operations, view commerce activity across campus as follows:

- **User Management** – Provides a single login for all administrative applications with a history of the user's activity, customizable password policy to enforce strong passwords and user role management.
- **Payment Dashboard** – A single summary view of campus-wide activity displaying payment transactions from all applications including all merchants and payment methods. The Dashboard view also provides alerts to notify administrators of actions required throughout the applications.
- **Operations Center** – The Operations Center is the administrative function that allows the following functionality: (a) ability to view student account information by entering the student ID number, including login history, payment history, and current bills; (b) schools can add a general message to the student body; and (c) view usage and payment activity; and (d) manage and generate transaction reports and settlement information.





**EXHIBIT 3 TO PART I  
ERROR SUPPORT ASSISTANCE SERVICES**

Error support for the TouchNet Component Systems is provided from 8:00 AM until 8:00 PM (US Central Time), Monday through Friday, excluding Ellucian-observed holidays.

Client should contact Ellucian assistance, in accordance with prescribed Ellucian procedures. Assistance requests will be characterized as follows:

**Problem Severity Definitions**

*Severity 1*

- Production system severely impacted or completely down.
- System operations of mission-critical applications are down.
- Application in final testing, facing a critical time frame of going into production.
- Entire development effort blocked.
- Target for resolution or workaround of Severity 1 errors is forty eight (48) business hours.

*Severity 2*

- Production System functioning with limited capabilities.
- Production System unstable, with periodic interruptions.
- Mission- critical applications are not affected, but system interruptions have occurred.
- Time-sensitive question impacting performance of deliverables of an application under development.
- Major subsystems under development are blocked.
- Target for resolution or workaround of Severity 2 errors is as soon as reasonably practicable, but such time period will generally exceed Severity 1 resolution/workaround period.

*Severity 3*

- Errors in production systems, but still fully operational.
- Errors in system development that may impact performance deliverables.
- Need clarification of procedures or information in documentation.
- Product enhancement requests.
- Respond to an escalation within one (1) business day.
- Target for resolution or workaround of Severity 3 errors is a future release.



**PART II  
IMPLEMENTATION SERVICES**

<b>Description</b>	<b>Service Amount</b>	<b>Rate</b>	<b>Fee <sup>(1)</sup></b>
Implementation Consulting Services <sup>(2)</sup>	N/A	Fixed Fee <sup>(3)</sup>	\$12,100
<b>TOTAL SERVICES FEE:</b>			<b>\$12,100</b>

<sup>(1)</sup> Travel and living expenses are additional and will be billed monthly as Ellucian renders the services.

<sup>(2)</sup> See Scope of Services – TouchNet Implementation Services Description attached hereto as Exhibit 1 to Part II.

<sup>(3)</sup> The fixed fee services rate is valid only if services are completed by June 30, 2016.

**Payment Terms:** For the Implementation Services identified in the table above, the Total Services Fee is due on the Execution Date.



**EXHIBIT 1 TO PART II**  
**SCOPE OF SERVICES – TOUCHNET IMPLEMENTATION SERVICES DESCRIPTION**

**General:**

TouchNet, as Ellucian’s subcontractor, will provide Rancho Santiago Community College District (“Client”) with the following TouchNet Implementation Services for the TouchNet Component System.

**TouchNet Implementation Services**

*Defined Engagement and Project Management:* A TouchNet Implementation Lead will work closely with the Client’s project leaders to review and tailor TouchNet’s standard Project Plan to illustrate key tasks, for the TouchNet implementation. The Implementation Lead will coordinate installation, configuration, training and go-live activities with the Client.

*Timeline:* The Payment Center software will be loaded in the TouchNet DataCenter within 10 business days of licensing. Configuration, integration and training will be scheduled with the Client with a projected time line of thirty to sixty days post-licensing. TouchNet will work with the Client’s key stakeholders and resources to adjust standard Project Plans in an effort to accommodate resource availability and constraints.

*System Testing:* TouchNet will perform System Integration Testing after the TouchNet Component System is installed and configured to enable integration with the Ellucian Student Information System. TouchNet’s testing efforts are not considered to be exhaustive as subsequent testing should be conducted by the Client to ensure adherence with applicable Client business rules as well as gain familiarity with the new Payment Center.

*Training:* TouchNet provides Client training for Payment Center leveraging the Client’s Test Environment via LiveMeeting. These sessions are a mix of hands-on training and a review of PowerPoint materials.

*User Verification Testing:* It is the responsibility of the Client to ensure adequate resources and time are allocated to perform User Verification Testing of the new Payment Center. Many new business processes and functions are introduced as a part of the implementation of Payment Center and it is recommended highly that Client take the time during User Verification Testing to validate and refine some of those new processes.

*Go-live Support:* The TouchNet Implementation Lead will be assisting throughout the implementation of the Payment Center. During the go-live and for a period of 2 weeks beyond, the TouchNet Implementation Lead will continue to support the Client remotely.

**Client Duties During the Implementation - General**

*Human Resource Needs:* Client will need to identify appropriate project related resources including, but not limited to, Project Lead, Technical Lead and key stakeholders to be leveraged for functional requirements and/or functional testing. Business Office or Functional Users of the new Payment Center are critical for requirements as well as testing purposes.

**DataCenter Implementations**

*Technical Requirements:* There are two items necessary to be completed by the Client’s technical staff.

- Provide necessary IP information for Payment Center to access the applicable Student Information System and make necessary changes to firewall(s)
- Client will need to install a TouchNet Connect software component which enables Payment Center to communicate with the Ellucian Student Information System

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

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Agreement for TouchNet Application Subscription Program (ASP)	
Action:	Request for Approval	

**BACKGROUND**

A strategic partnership between TouchNet and Ellucian provides an enterprise-grade Payment Center, which is designed specifically for higher education to build a secure and compliant payment environment for processing credit card payments.

**ANALYSIS**

The TouchNet Payment Center delivers real-time integration into Ellucian Colleague and will allow RSCCD to take payments securely and efficiently, with expandability. TouchNet provides a single commerce platform for a variety of payment solutions (web, in-person, and mobile)

RSCCD would like to enter into a five-year agreement. Software subscription fees for TouchNet Point of Sale and Mobile is \$14,000 per year, with annual increases not to exceed 4.5%. The one-time implementation fees and 20 new cashiering card readers that are EMV (Euro MasterCard Visa) ready, which provides for increased security, is \$17,150.

This project will be funded by the colleges based upon their usage. The average credit card fees over the last 4 years is over \$200,000 per year; therefore, this project is expected to bring significant annual savings with increased reliability and security. We currently pay 2.5% for processing fees. We are eligible to use Heartland through an agreement with Community College League of California, who chose Heartland Payment Systems with TouchNet as their payment gateway. Under this agreement we will pay interchange plus 8, or approximately 1.3%.

There are additional licensing fees for the Ellucian Payment Center; please refer to the docket item, "Approval of Proposal for Ellucian Payment Center" for complete project costs.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement for the new payment center commerce platform between TouchNet and RSCCD as presented.

Fiscal Impact:	\$31,150 first year (not to exceed)	Board Date: September 28, 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	

## Quotation

**Prepared For:** Rancho Santiago Community College District  
**Quote #:** Q-00810-1  
**Date:** 9/18/2015 4:14 PM  
**Expires On:** 11/17/2015  
**Salesperson:** Cylinda Duran  
**Email:** cylinda.duran@touchnet.com

## Application Subscription Program

TouchNet offers its Application Subscription Program (ASP) to institutions that prefer to make an annual payment for their software and services and not worry about software maintenance, security, and other aspects of computer operations. An ASP implementation is virtually a “turn-key” solution. With an ASP agreement, you get full use of TouchNet solutions for one low, fixed annual fee that is independent of transaction volumes. TouchNet runs, maintains, and supports your systems in our secure, PCI DSS compliant TouchNet DataCenter.

Software Subscription	ASP Fee	Annual Fee
TouchNet EMV Client for Payment Center licensed with Heartland Transaction Services	\$2,500.00	\$2,500.00
Bill+Payment Mobile - Student and staff access to key Bill+Payment features via smartphones and tablets	\$13,500.00	\$10,500.00
Bill+Payment Mobile Dashboard - Student and staff access to key Bill+Payment features via smartphones and tablets	\$0.00	\$0.00
Limited UPay - ASP	\$9,100.00	\$9,100.00
	<b>DISCOUNT:</b>	\$3,000.00
	<b>TOTAL:</b>	\$22,100.00

Implementation Service	Fee	One Time Fee
TouchNet EMV Client for Payment Center licensed with Heartland Transaction Services Implementation Fee	\$1,250	\$1,250
Bill+Payment Mobile	\$7,500	\$2,500
Limited UPay - ASP - Implementation Fee	\$7,500	\$7,500
	<b>DISCOUNT:</b>	\$5,000.00
	<b>TOTAL:</b>	\$11,250.00

Qty	Hardware	Unit Price	Extended Price
20	Cashiering equipment - Ingenico iSC250 Card Reader	\$495	\$9,900
		<b>TOTAL:</b>	\$9,900.00

THANK YOU FOR YOUR BUSINESS!

CONFIDENTIAL

## APPLICATION SUBSCRIPTION PROGRAM AGREEMENT

This Application Subscription Program Agreement (“ASP Agreement”) is made as of the last date shown in the signature block hereof (the “Effective Date”) between TouchNet and Client (as both are described in the table below).

### TouchNet

TouchNet Information Systems, Inc.  
A Kansas Corporation  
15520 College Boulevard  
Lenexa, Kansas 66219  
Phone: 913-599-6699  
Fax: 913-599-5588

### Client

Rancho Santiago Community College  
District  
2323 North Broadway  
Santa Ana, California 92706  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

TouchNet is the developer of certain computer program applications (described below as “TouchNet Software”) that Client wishes to use and access remotely on TouchNet’s servers.

TouchNet, subject to the provisions of this ASP Agreement, desires to grant to Client access rights to the TouchNet Software.

**NOW, THEREFORE**, the parties, intending legally to be bound, agree as follows:

1. **Definitions.** The capitalized terms used in this ASP Agreement, except where specifically defined to the contrary herein, shall have the meanings as set forth below in the following Subsections to this Section 1.

(a) **Application Subscription Program.** The term “Application Subscription Program” means a plan offered by TouchNet to Client for Client’s right to use TouchNet Software, remotely hosted by TouchNet, as set forth in this ASP Agreement and for the designated time frame stated in Schedule A.

(b) **Application Subscription Program Fees.** The term “Application Subscription Program Fees” means the dollar amount that Client shall pay TouchNet, in accordance with the terms on Schedule A, as consideration for the access rights granted herein.

(c) **Campus Entity.** The term “Campus Entity” means a college or university campus or facility which offers a degree program in its own name. A Campus Entity may have multiple branch locations from which classes or other services are offered; however, a branch shall not be considered a Campus Entity unless it offers a degree program in its own, separate name. A Client may have multiple Campus Entities, and the

Application Subscription Program fees will vary depending upon (among other factors) the number of Campus Entities included within the Client.

(d) **Client.** The term “Client” means the entity identified in the table above, as “Client.” The term shall also include any intra-college department, other college, or campus associated with the main campus specified above and all affiliates of the Client.

(e) **Client Set Up Site.** The term “Client Set Up Site” means Client’s computer DataCenter where Client’s Information Systems reside.

(f) **Confidential Information.** The term “Confidential Information” means: (i) the TouchNet Software; (ii) this ASP Agreement; (iii) information, if disclosed in writing, that bears a stamp, label, or legend indicating the confidential, secret, proprietary, or similar status thereof; (iv) information, if disclosed orally, that is followed-up (within ten (10) days following the oral disclosure) with a written memorandum that describes the information claimed to be confidential and that describes the time, place, and circumstances of the oral disclosure; (v) the contents of Client’s Student Information System to the extent such content consists of information concerning which Client is itself under a confidential obligation, the trade secrets of Client, and personally identifying information protected under the Privacy Laws; and (vi) information disclosed by TouchNet that comprises or consists of drawings, specifications, and models; computer data, whether printed, stored on disk, tapes, or in machine-readable form; product and marketing documentation; prices (including price quotes); and financial information. Confidential Information does not include information that:

(i) is already known by the Recipient prior to disclosure by the Discloser, as evidenced by written (contemporaneously dated) documents in the Recipient's files;

(ii) is or becomes publicly available through no wrongful act or omission by the Recipient;

(iii) is rightfully received by the Recipient from third parties without accompanying secrecy obligations;

(iv) is independently developed by Recipient, as demonstrated through written (contemporaneously dated) documentation in Recipient's files; or

(v) is approved in writing by the Discloser for release to the public.

(g) **Custom Software.** The term “Custom Software” means any computer program or modification to any computer program which is

developed, created, or programmed by or for TouchNet on behalf of Client for the purpose of enabling the TouchNet Software to perform one or more functions or to possess one or more features not already present in the standard TouchNet Software. At the time Custom Software is made available for access by Client, such Custom Software shall thereafter be considered TouchNet Software as well.

(h) **Discloser.** The term “Discloser” means the party to this ASP Agreement who discloses or otherwise makes available to Recipient Confidential Information.

(i) **Documentation.** The term “Documentation” means the user manuals and guides to operations issued by TouchNet from time-to-time for the specific modules of the TouchNet Software to which Client has subscribed hereunder.

(j) **Effective Date.** The term “Effective Date” means the last of the dates shown in the signature block at the end of this ASP Agreement.

(k) **End User.** The term “End User” means any person who commences a transaction on or makes any use of the TouchNet Software to obtain or communicate information or access Services.

(l) **Interface Software.** The term “Interface Software” means all software that the Client will need to install on its own Student Information System in order to access and interface with the TouchNet Software. This software may be provided by TouchNet and/or by the vendor of the particular component of Client’s Student Information System and is owned by the respective parties.

(m) **Normal Business Hours.** The term “Normal Business Hours” means the hours of 7:00 a.m. until 7:00 p.m., Central Daylight or Central Standard Time (as the case may be), Monday through Friday other than TouchNet holidays, as designated by TouchNet.

(n) **Notice.** The term “Notice” means a notification given in the manner prescribed in Section 18(c) hereof.

(o) **Privacy Laws.** The term “Privacy Laws” means the Gramm-Leach-Bliley Act (“GLBA”); the Children’s Online Privacy Protection Act (“COPPA”); the Health Insurance Portability and Accountability Act (“HIPAA”); and the Family Educational Rights and Privacy Act (“FERPA”), the Payment Card Industry Data Security Standards (“PCI”), and the National Automated Clearing House Association Standards (“NACHA”) pertaining to electronic payments, as amended, together with regulations promulgated thereunder.



(p) **Professional Services.** The term “Professional Services” means those services defined in Schedule C.

(q) **Recipient.** The term “Recipient” means a party to this ASP Agreement who receives or otherwise learns of or discovers Confidential Information of the other party to this ASP Agreement.

(r) **Services.** The term “Services” means all services offered by the TouchNet Software that can be accessed by End Users.

(s) **Student Information System.** The term “Student Information System” means Client’s computer system, including all computers, peripherals, and cables and connectors; hardware and software (whether in source code or object code); and the student and/or faculty-related information and data stored, managed, accessed, and manipulated therein or thereby.

(t) **Test Environment.** The term “Test Environment” means, as an option, TouchNet will provide a test environment that will be configured the same as, or similar to, the Client’s production environment hosted in TouchNet’s DataCenter. The test environment will be hosted in TouchNet’s DataCenter, beginning approximately 2 weeks after the Client’s production system is available for use, or 2 weeks after this ASP Agreement has been executed, whichever occurs later. The test environment will receive a lower service level than the production environment. The test environment will not receive monitoring of critical system or services, nor will it receive 24 hour notification or support.

(u) **Third Party Licensor.** The term “Third Party Licensor” means any entity from which TouchNet obtains a license or other similar rights to integrate or otherwise make available to its clients (as a part of the TouchNet Software) computer programs not owned by TouchNet.

(v) **TouchNet DataCenter.** The term “TouchNet DataCenter” means a location operated by TouchNet where the TouchNet Software resides.

(w) **TouchNet Software.** The term “TouchNet Software” means all computer programs described in Schedule B hereto (in object code form only) that either (i) will be made available for Client’s access on TouchNet’s servers at the TouchNet DataCenter or (ii) will be furnished to Client for use on Client’s information system as a part of the Interface Software (pursuant to the license of Section 2(f)); together with all updates, error corrections, and enhancements generally made available to TouchNet’s other clients.

(x) **Trademarks.** The term “Trademarks” means all service marks, trade names, trade dress and/or “get-up” of TouchNet, whether or

not registered by TouchNet, and all goodwill of the business related thereto, including (but not limited to) **TOUCHNET®**, **TSERVE®**, **GLOBAL CAMPUS®**, **PAYPATH®**, **Set the Curve®**, **u.Commerce®**, **Seek-N-Secure®**, and **How Money Moves on Campus®**.

## 2. **Grant of Rights.**

(a) **Access.** Subject to the terms and conditions of this ASP Agreement, TouchNet grants to Client, and Client accepts, a non-exclusive, non-transferable right to access the TouchNet Software on TouchNet's servers at the TouchNet DataCenter. Upon payment of the first annual Application Subscription Program Fee, as prescribed in Section 4, TouchNet shall furnish to Client access information, including appropriate IP addresses, log-on procedures, and user identification and password(s), provided that Client has taken all implementation steps as prescribed by TouchNet.

(b) **Sub-License and Assignment Prohibited.** Neither the access rights nor any other rights granted to Client herein may be sub-licensed, assigned, transferred, or otherwise given or furnished by Client to any person or entity.

(c) **Non-Exclusivity.** Client acknowledges that TouchNet may license, make access available to, or offer to license or make access available to other TouchNet clients or prospects the TouchNet Software and products having similar functions, whether or not such clients are competitors of Client.

(d) **Reverse Engineering and Copying.** Client shall not, under any circumstances, directly or indirectly, download, copy, modify, decompile, reverse engineer, or otherwise attempt to discover the source code for the TouchNet Software. Client shall not assert and shall not represent to any third party that it has any ownership rights in, or the right to sell, transfer or sub-license, the TouchNet Software.

(e) **Own Operations.** Client shall use the TouchNet Software solely for processing data in the ordinary course of its operations and shall not use the TouchNet Software in connection with a service bureau or in any other similar way to process, store, analyze, manipulate, or otherwise handle the data of other persons or entities.

(f) **Interface Software.** The Interface Software provided by TouchNet is furnished and licensed (on a nonexclusive basis and without right of sublicense) to Client solely for the purpose of enabling Client to access (and interface with) the TouchNet Software residing at the TouchNet DataCenter. Such Interface Software may not be used for any other purpose whatsoever. Unless otherwise specifically agreed,

installation and configuration of the Interface Software shall be the sole responsibility of Client.

(g) **Custom Software Programming.** If Custom Software is to be created, then the parties shall agree, in an addendum to this ASP Agreement, upon the specifications, functions, and features; the development period; and the remuneration to be paid to TouchNet for the Custom Software, such remuneration to be different from and in addition to the fees provided for herein. In case of a conflict between the provisions of this ASP Agreement and any such addendum, the provisions hereof shall control. All Custom Software shall, upon creation, be the exclusive property of TouchNet and be deemed a part of the TouchNet Software, and all provisions hereof relating to rights made available to Client, restrictions upon Client, and reservations by TouchNet for the TouchNet Software shall be equally applicable to such Custom Software.

3. **Purchase Order.** All purchase orders are acknowledged by the parties to be mere expressions of intent to buy and are not binding in any way. TouchNet will accept Client's Purchase Order, if, the terms, prices, and conditions reflected are consistent with those detailed in this ASP Agreement, and/or subsequent addenda; and a duly authorized officer of TouchNet signs such purchase order. Client acknowledges that it has reviewed such terms and conditions and agrees to be bound thereby.

4. **Payment of Fees.** Payment of Fees shall be made in accordance with the terms, at the times, and in the amounts as detailed in Schedule A.

5. **Late Charges.** Late payments of Fees are subject to a late charge equal to the lesser of eighteen percent (18%) per year or the highest rate permitted by applicable law.

6. **Taxes.** Any and all excise, sales, use, value-added or other taxes or levies imposed by any governmental body on the Client or TouchNet in connection with the use, licensing, handling, or payment of license or Application Subscription Program fees with respect to the TouchNet Software (with the exception of taxes measured against TouchNet's net income) shall be the sole responsibility of Client. Client shall fully reimburse and indemnify TouchNet for any amounts actually paid by TouchNet or withheld by the Client for any such taxes or levies within thirty (30) calendar days after the date on which TouchNet gives notice thereof to Client.

7. **Availability Guarantee and Credit Allowance.**

(a) **Availability Guarantee.** TouchNet's objective is to make the TouchNet Software available pursuant to this ASP Agreement twenty-four hours a day, seven days a week, except for scheduled maintenance. In addition, TouchNet guarantees that Client will be able to access the

TouchNet Software ninety-nine percent (99%) of the time (excluding scheduled maintenance) in any given month (“Availability Guarantee”).

(b) **Remedy.** In the event that Client’s access to the TouchNet Software hereunder becomes unavailable, Client shall immediately furnish notice of such unavailability to TouchNet. Unless Client’s access to the TouchNet Software hereunder is rendered unavailable for reasons beyond TouchNet’s control, such as events described in Subsection (d) to this Section 7 or Section 18(b) hereof, if Client has furnished TouchNet with the prescribed notice and Client’s access to the TouchNet Software hereunder, during any month, falls below the Availability Guarantee, then TouchNet will, upon Client’s request, grant to Client a credit in an amount equal to twenty percent (20%) of the Application Subscription Program Fees for the month in which Client’s access fell below the Availability Guarantee. Scheduled maintenance shall not be counted in the calculation of any Credit. All Credits (based upon the Availability Guarantee) shall be calculated based on the total hours in a particular month, and all months shall be deemed to be comprised of thirty (30) days. For purposes of calculating Credits, any period of unavailability shall be counted from the time such unavailability is reported to TouchNet until such time that access is restored.

(c) **Scheduled Maintenance.** Client acknowledges and agrees that TouchNet will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the TouchNet Software may not be available for Client’s use. TouchNet’s objective is to minimize the duration of any such unavailability and will endeavor to perform routine maintenance outside of Normal Business Hours. TouchNet, to the extent possible, will give Client at least twenty-four (24) hours advance notice of down-time for scheduled maintenance.

(d) **Catastrophic Events.** Disruptions in the interconnection with TouchNet servers resulting from the neglect or other fault of Client and/or its agents or contractors and “Catastrophic Events” such as power outages, wide-ranging failures in the Internet (or its successor global communications network), or in telecommunications services, and similar calamities, are outside TouchNet’s control and are not TouchNet’s responsibility. Except as stated in this Section 7 and the Availability Guarantee, TouchNet makes no representations or warranties with respect to up-time, availability, or the like.

8. **Backup and Retrieval.** TouchNet will perform incremental backups daily and full backups weekly. TouchNet utilizes a secondary site for purposes of disaster recovery. Client systems are replicated to the secondary site. In the event the primary production site becomes inaccessible, TouchNet will commence a recovery utilizing the secondary site within four (4) hours. Full data

tapes, magnetic discs and/or other optical media will be stored off-site in a secured vault. Offsite storage of back up media shall take place at least weekly.

9. **Warranty and Limitations.**

(a) **Warranty.** TouchNet warrants that the TouchNet Software will perform substantially in accordance with the Documentation (not, however, that the TouchNet Software is error-free, since all software contains some programming errors) provided that this warranty does not apply to performance problems caused by (i) events beyond TouchNet's reasonable control, including vandalism, civil disturbance, fire, flood, storm, or other exposures to the elements or to temperature extremes; (ii) unavailability or malfunctioning of telecommunication services; (iii) tampering, failure of electric power, abuse, or misuse; (iv) operator mistakes; (v) equipment, software, or other items (whether or not included within the TouchNet Software) not developed, manufactured, created, or produced by TouchNet; (vi) a failure to comply with the Documentation or this ASP Agreement or to use TouchNet Software in accordance with its intended purpose; (vii) modifications of TouchNet Software not performed by TouchNet or its authorized representatives; (viii) combinations or integrations of TouchNet Software with devices or software not provided by TouchNet or its authorized representatives; or (ix) Client's use of TouchNet Software as part of an invention by Client or as part of a new configuration, which, in either case, includes materials or methods not supplied or approved by TouchNet.

(b) **DISCLAIMER OF WARRANTIES.** EXCEPT AS STATED IN SUBSECTION (a) ABOVE, TOUCHNET DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WITH RESPECT TO THE TOUCHNET SOFTWARE AND ANY RIGHT OF ACCESS THERETO, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

(c) **Limitations.** Except as provided in Section 10 below, Client's exclusive remedy for any cause of action arising out of this ASP Agreement shall be (i) for TouchNet to use reasonable business efforts to provide or restore Client's access to the TouchNet Software in compliance with the Documentation and (ii) in the event of an infringement claim, to procure for Client the right to continue using the infringing TouchNet Software; or to replace or modify the TouchNet Software so as to cure the infringement without materially adversely affecting Client's use of the TouchNet Software; or, if TouchNet determines that the foregoing steps are impractical, to terminate this ASP Agreement and refund a pro-rata

portion of the fees paid by Client. In no event, however, except as provided in Section 10 below, will TouchNet's obligation to Client for any claim under this ASP Agreement be greater than the fees Client has paid to TouchNet under this ASP Agreement during the twelve (12) month period preceding the date of the claim. TouchNet shall not be liable (under Sections 9 or 10 hereof, or otherwise) for any indirect, incidental, exemplary, punitive, special or consequential damages arising out of this ASP Agreement or the use of the TouchNet Software. The limitations in this Subsection (c) shall apply to any and all claims whether based in contract, tort, strict liability, or otherwise.

10. **Indemnification.**

(a) **Indemnity Obligation.** TouchNet shall indemnify and hold harmless Client from and against any and all losses, expenses, damages, liabilities and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by Client to third parties if and only to the extent that (i) such Losses are directly caused by TouchNet's gross negligence or intentional misconduct, or by TouchNet's material breach of its representations, warranties or covenants in this ASP Agreement, and (ii) such Losses arise out of injury or death to persons, or infringement upon or violation of any patent, copyright, trade secret, or similar proprietary right of any third party, or any theft or misappropriation of personal confidential data with respect to Client's customers (other than by Client's owners, agents, employees or others under Client's direction or control).

(b) **Notice of Claim.** If at any time a third party makes a claim against Client ("Claim") which could result in liability to TouchNet under this ASP Agreement, Client promptly (but in no event later than thirty (30) days from the date of such Claim) shall notify TouchNet thereof, stating the basis for the Claim and the amount thereof, and permit TouchNet to assume the defense of the Claim. If TouchNet fails to notify Client of its election to defend the Claim within thirty (30) days after receiving notice of the Claim from Client, TouchNet shall be deemed to have waived its right to defend such Claim.

(c) **Defense of Claim.** If TouchNet assumes the defense of a Claim, Client, at its expense, may participate in the defense, but TouchNet shall have the right to direct and control the defense of the Claim, and Client shall cooperate with TouchNet and make available to TouchNet all of Client's books and records reasonably necessary and useful in connection with the defense. Without Client's prior written consent, TouchNet shall not consent to the entry of a judgment or award, or enter into a settlement, which does not include a release of Client of all liability with respect to the Claim. If TouchNet chooses to defend the Claim, Client shall not admit any liability with respect to, or settle, compromise

or discharge the Claim, without TouchNet's prior written consent (which shall not be unreasonably withheld, conditioned or delayed). If TouchNet elects not to defend the Claim, Client may defend against the Claim in such manner as it reasonably deems appropriate.

(d) **Client Inventions.** If (i) Client uses the TouchNet Software as part of an invention of Client (where such invention includes materials and/or methods not supplied or approved by TouchNet) or (ii) Client uses the TouchNet Software as a part of a new configuration (where such configuration includes material and/or methods not supplied or approved by TouchNet) and either of such Client uses of the TouchNet Software results in a claim of patent, copyright, trade secret, or other proprietary right claim by a third party, then Client shall be exclusively responsible therefore.

(e) **Exclusive Remedy.** This Section 10 shall constitute Client's sole and exclusive remedy with respect to any Claims. TouchNet shall not be liable for Losses covered by insurance policies carried by or for the benefit of Client.

11. **Third Party Products.** In the event of any failure of equipment, software, or other items (whether or not included within the TouchNet Software), if the software, equipment, or other item was developed, manufactured, created, or produced by third parties, TouchNet will use reasonable business efforts to assign to Client any and all of TouchNet's warranty rights against such third parties; however, this is the extent of TouchNet's obligations with respect to such third party equipment, software, or other items.

12. **Set Up; Installation; and Data Access.**

(a) **Set Up.** Client is responsible for set up and installation of Interface Software and any and all equipment necessary at the Client Set Up Site to communicate with the TouchNet DataCenter. The foregoing shall be accomplished at Client's sole expense and in accordance with the timeline and tasks described on Schedule C. Remote installation and set up at the TouchNet DataCenter shall be performed during Normal Business Hours. If installation and setup is delayed by fault of Client, Client shall pay TouchNet all reasonable costs, charges, and losses attributable to such delay.

(b) **Data Access.** If, for any reason, TouchNet requires access to Confidential Information within Client's Student Information System, then Client (i) will make such information available to TouchNet or its subcontractors (as Client's contractor) through such means as TouchNet may reasonably specify and (ii) represents to TouchNet (and its subcontractors) that Client is authorized to disclose and make such information available to TouchNet and to permit TouchNet (or its

subcontractors) to use, adapt, augment, supplement, and/or modify such information in the manner contemplated by the respective parties hereto.

(c) **Obligation of Nondisclosure.** Without limiting the generality of Section 13, TouchNet agrees to hold in confidence (and to require its subcontractors to hold in confidence) any Confidential Information to which TouchNet (or its subcontractors) may be exposed during access to Client's Student Information System (including all personally identifying information covered by Privacy Laws).

### 13. **Confidential Information.**

(a) **Limitation on Use and Disclosure.** Except as otherwise permitted under this ASP Agreement, the Recipient will not knowingly disclose to any third party, or make any use of Discloser's Confidential Information. The Recipient will use at least the same standard of care and security to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance, but in no event may the standard of care and security be below that customary and reasonable under the circumstances. At a minimum, the Recipient shall maintain the Confidential Information (i) in a secure location or (ii) if stored on Client's Student Information System, under circumstances requiring secure password access. Only employees of Recipient who have a reasonable need to know of the Confidential Information in order to perform their responsibilities may be given access to the Discloser's Confidential Information.

(b) **Court Order.** Notwithstanding the provisions of Subsection (a) of this Section 13, Recipient may be permitted to disclose the Confidential Information of Discloser when ordered to do so by an administrative, arbitral, legislative, or judicial body having jurisdiction over the Recipient, provided (i) that Recipient first gives Discloser reasonable Notice of the administrative, arbitral, legislative, or judicial proceeding in order to permit Discloser to prevent or limit the ordered disclosure and (ii) that Recipient cooperates (at Discloser's expense) fully in preventing or limiting the ordered disclosure.

(c) **Burden of Proof.** The burden of proving an exception to the definition of Confidential Information, as described in Section 1(f) and/or the applicability of the exception to nondisclosure set forth in Subsection (b) above shall be upon the Recipient.

14. **TouchNet's Trademarks.** The TouchNet Trademark or Trademarks will be displayed by the TouchNet Software, on the Documentation, and in the copyright and/or patent notices, or otherwise. Client shall not remove, conceal, alter, or deface the TouchNet Trademark from or on the TouchNet



Software or any computer screen print-outs. TouchNet grants Client a limited non-exclusive and non-transferable license without right of sub-license to use and display the Trademarks during the term of this ASP Agreement solely in the manner in which TouchNet has displayed them on the TouchNet Software.

15. **Term and Termination.**

(a) **Term.** The access rights granted in Section 2(a) hereof commences on the Effective Date and continues for the time period specified in Schedule A, unless sooner terminated as permitted in Subsections (b) through (c) of this Section.

(b) **Right of Termination.** A party has the right to terminate this ASP Agreement if the other party breaches a material provision of this ASP Agreement and, if a cure period is applicable, fails to cure the breach within the applicable cure period following Notice of the breach. If the event or condition that gives rise to the right of termination is not cured within the applicable cure period, this ASP Agreement will automatically terminate at the end of the said cure period without need for further notice or action. If the Noticed breach is cured to the reasonable satisfaction of the non-breaching party within the applicable cure period (if any), then this ASP Agreement shall continue as though no breach had occurred.

(c) **Cure Periods.** The applicable cure periods for breaches of Section 2(d), 2(e), and/or 4, shall be ten (10) days. There shall be no cure period for a breach of Section 13 or Section 14. The applicable cure period for breaches of all other provisions of this ASP Agreement shall be thirty (30) days.

(d) **Effect of Termination.** Upon termination of this ASP Agreement by either party, Client's access to the TouchNet Software will be terminated immediately and Client shall return immediately to TouchNet or, at TouchNet's request, will destroy all copies of Interface Software, Documentation, user manuals, and computer screen print-outs of the TouchNet Software, and Client will certify to TouchNet in writing, over the signature of a duly authorized representative of Client, that it has done so.

(e) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information will survive termination of this ASP Agreement. Without limiting the generality of the foregoing, the specific obligations, as set forth in Sections 2(d), 9(c), 13, and 18(h) shall survive any termination or expiration of this ASP Agreement.

(f) **No Prejudice to Other Rights or Remedies.** Termination of this ASP Agreement will be without prejudice to the terminating party's other rights or remedies under this ASP Agreement or at law or in equity.

16. **Support.** During the term of this ASP Agreement, TouchNet will provide Client with unlimited telephone support over its technical support line. Such support will be provided to Client at no charge in addition to the fees payable as prescribed in Section 4 hereof.

17. **Equitable Relief.** Client acknowledges that a breach, by Client, of any of the material provisions of this ASP Agreement, including (without limitation) breach of Sections 2(b), 2(d), 2(e), 2(g), 10(b), 13, and 14, would likely result in irreparable injury for which monetary damages would likely be an inadequate remedy. Accordingly, for any such breach or threatened breach, Client hereby consents to such preliminary, temporary, or permanent injunctive relief as a court of competent jurisdiction may enter to prevent, curtail, or restrain any such breach or threatened breach, all without the necessity of any filing or furnishing, by TouchNet, of any bond or similar surety.

18. **General.**

(a) **Independent Contractors.** Nothing contained herein shall constitute TouchNet and Client as partners, agents, joint venturers or in any capacity other than licensor and licensee of computer software, respectively. TouchNet and Client are independent contractors. Neither shall have the right to bind or obligate the other in any manner whatsoever.

(b) **Force Majeure.** With the exception of Client's obligations to pay TouchNet monies due under this ASP Agreement, neither party shall be liable to the other for delay or failure to perform any obligation hereunder resulting from an event of force majeure, including (without limitation) acts of God or of the public enemy, fire, storm, flood, explosion, earthquake, hurricane, riots, wars, hostilities, civil commotion, strikes or labor disputes, interruption of supply, law or regulation, governmental action, or any other cause beyond the control of that party.

(c) **Notices.** Any notice or communication required or permitted to be given hereunder may be hand-delivered or sent by registered or certified mail, return receipt requested, by facsimile transmission, or by email. Notices must be sent to a party at its address shown on the first page of this ASP Agreement, or to such other place as the party may subsequently designate in writing for its receipt of Notices. A Notice given in the manner prescribed in this Section shall be deemed received (i) when delivered, in the case of personal delivery; (ii) on the third business day following deposit of an item in the U.S. mail, properly addressed and postage prepaid; and (iii) on the date of transmission if sent

by facsimile or email. However, where Notice is given to either notify the other party of a breach of this ASP Agreement or of a party's exercise of its termination rights, if such Notice is given by facsimile or email to the other party, a confirmation copy must be either personally delivered or sent by U.S. mail in the manner otherwise permitted for a Notice hereunder.

(d) **Counterparts.** This ASP Agreement may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument.

(e) **Entire Agreement.** This ASP Agreement, with attached Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior expression of intent or understanding, oral or written, relating to the subject matter of this ASP Agreement. Schedules referenced herein by letter or number are incorporated into this ASP Agreement as though fully set out herein. Such Schedules include the following:

SCHEDULE	DESCRIPTION
Schedule A	Fees and Term of Agreement
Schedule B	TouchNet Software
Schedule C	Equipment and Client Tasks for Set Up, Installation, and Implementation of Software

(f) **Waiver.** Any waiver of a failure or delay in performance shall be effective only if in writing and only in accordance with its terms. The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default and shall not act to amend or negate the rights of the parties under this ASP Agreement.

(g) **Right to Use Client's Name.** Client authorizes TouchNet to use Client's name, likeness, voice, and expressions or statements in marketing literature as a "Client" of TouchNet.

(h) **Governing Law.** This ASP Agreement shall be governed by and construed in accordance with the substantive laws of the state of Kansas.

(i) **Severability.** If any one or more of the provisions of this ASP Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable statute, rule of law, or public policy, such provision shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this ASP Agreement shall continue in full force and effect. The parties agree to replace any such

invalid, illegal, or unenforceable provision with a new provision that has the most nearly similar permissible legal and economic effect.

(j) **Headings.** Headings are included in this ASP Agreement as a matter of convenience only and shall not be controlling with regard to the interpretation of this ASP Agreement.

(k) **Security Standards Compliance.** TouchNet agrees to maintain compliance with all applicable Privacy Laws.

**IN WITNESS WHEREOF**, the parties have executed this ASP Agreement through the signatures of their respective authorized representatives as of the respective dates shown below.

TOUCHNET INFORMATION SYSTEMS, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: Daniel J. Toughey

BY: \_\_\_\_\_

TITLE: Senior Vice President

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*\*Contract is null and void if not executed by Client on or before November 30, 2015.*

## **Schedule A**

### **APPLICATION SUBSCRIPTION PROGRAM**

#### **TERM OF APPLICATION SUBSCRIPTION PROGRAM AGREEMENT**

Subject to the terms and conditions of this ASP Agreement, TouchNet grants to Client under all of TouchNet's intellectual property rights (including patent and copyrights owned or controlled by TouchNet) and Client accepts, a non-exclusive, non-transferable Subscription to use the TouchNet Software for the purpose of offering Services to End Users of the System for a period of five (5) years from the Effective Date of this ASP Agreement.

#### **COSTS & PAYMENTS<sup>1</sup>**

The annual Application Subscription Program Fee ("ASP Fee"), payable in advance as prescribed below, is as shown below. TouchNet reserves the right to increase the fees shown below by not more than four percent (4%) percent per year over the applicable amount for the immediately preceding year. An ASP Fee of \$14,000<sup>2</sup> shall be due and payable upon execution of the ASP Agreement to which this Schedule A is attached. For each subsequent year, the annual ASP Fee, adjusted by TouchNet as permitted herein, shall be payable thirty (30) days in advance of the next annual period of the ASP Agreement. TouchNet may increase the annual ASP Fees by giving Client notice thereof at least sixty (60) days in advance of the next annual period of this ASP Agreement.

#### **PROFESSIONAL SERVICES**

The one-time Professional Service Fee is payable upon the TouchNet Software identified on Schedule B hereto being loaded at the TouchNet DataCenter. The Professional Service Fee of \$7,250.00<sup>3</sup> shall be due and payable within thirty (30) days of Client's receipt of the invoice.

#### **HARDWARE DEVICE FEES**

Client is purchasing twenty (20) Ingenico iSC250 card readers at \$495.00 each, for a total of \$9,900.00.

TouchNet will invoice Client for all hardware device fees when the hardware is shipped and Client shall pay the invoice within thirty (30) days of receipt of the invoice.

*Client is responsible for reasonable travel, lodging, and food expenses incurred by TouchNet in connection with on-site training, equipment installation, set-up and professional services rendered in connection with this ASP Agreement, if applicable.*

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<sup>1</sup> All pricing will expire if contract is not executed on or before November 30, 2015.

<sup>2</sup> This figure reflects a discount of \$33,600.00.

<sup>3</sup> This figure reflects a discount of \$8,850.00.

## Schedule B

### TOUCHNET SOFTWARE

#### **Ellucian Payment Center by TouchNet**

Client must separately license the Ellucian Payment Center with Ellucian in order to operate the TouchNet Software described on this Schedule B.

The Client's right to access and use the TouchNet Software shall consist of the following-described computer programs residing on the TouchNet DataCenter:

**TouchNet EMV Client** is designed to work with the Ellucian Payment Center by TouchNet for card present credit/debit card payments to enable EMV (EuropePay, MasterCard, Visa) chip card transactions. TouchNet EMV Client requires a software module upgrade to Ellucian Payment Center by TouchNet and a TouchNet provided payment terminal for reading chip cards.

**U.Commerce Mobile.** U.Commerce Mobile lets campus constituents make payments on student accounts, browse the mobile mall to order merchandise or register for events, and make donations—all from the convenience of their web-based phones. What's more, administrators can monitor day-to-day business the same way. It's campus commerce when and where you want it.

**Mobile Bill+Payment.** Pay tuition and fees and view statements from any smart phone.  
Get account balances and real-time activity  
Review financial aid details  
Make payments with stored payment profiles  
View scheduled payments and payment plan installments  
Receive text alerts: new online statements, payment due dates, and refunds available

*Mobile Bill+Payment requires TouchNet Bill+Payment and TouchNet Payment Gateway to operate.*

**Client is not purchasing the right to access and use the u.Commerce Mobile Marketplace software in this ASP Agreement.**

TouchNet Marketplace enables campuses to build and operate secure web-based storefronts and online payment pages. It connects buyers and sellers electronically, making it easy for students, parents, alumni, and the community to conduct eCommerce with the campus 24 hours a day seven days a week. TouchNet Marketplace allows institutions to control security by placing financial transactions in the hands of appropriate campus authorities, while the responsibility for storefront contents is given to authorized departments on campus.

The TouchNet Marketplace Licensed Software is restricted to one (1) Campus Entity, one (1) Production Environment and one (1) Test Environment.

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TouchNet Marketplace software consists of the following modules: Universal Pay (uPay) and Universal Stores (uStores). Client is not licensing uStores in this ASP Agreement.

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**Universal Pay<sup>4</sup> - Limited Use License**

Universal Pay (uPay) offers you secure payment processing for your existing web pages and in-house web applications. uPay allows you to link campus-developed web sites directly to external payment pages secured by the TouchNet Marketplace Suite and the TouchNet Payment Gateway. You can offer secure processing for both one-time and recurring payments with confirmation data returned after payments have been processed.

**TouchNet Ready Partner Program – TouchNet DataCenter:**

TouchNet actively seeks certain third party companies and organizations to participate in our pre-integrated partner program. The purpose is to help our clients centralize and unify campus commerce electronic payments into the TouchNet Software. The TouchNet Software needed to best utilize the program is both TouchNet Payment Gateway and TouchNet Marketplace. TouchNet Ready Partners are primarily integrated through TouchNet Marketplace, however, in some cases they may be validated only through Payment Gateway. For clients that have licensed access to both these TouchNet Software modules, the following charges apply to support the program costs including data center operations and customer/technical services.

TouchNet Ready Program Charges – TouchNet DataCenter	Client Licensed for Payment Gateway & Marketplace – <del>Limited</del> Full Use uPay	Client Licensed for only Payment Gateway
<del>Per Partner Annual Hosting/Access Fee</del>	<del>3-Free</del>	<del>\$ 2,500@</del>
Each Additional Annual Partners Fee	\$ 1,500@	\$ 2,500@
Per Partner One-Time Implementation Fee	\$ 1,250@	\$ 1,750@

*Note: TouchNet Partner Program charges are subject to the escalation limitations of Schedule A for the TouchNet Software.*

<sup>4</sup> Client shall have a limited use of 5 uPay sites only and it can be used with the TouchNet Ready Partner Program with an additional fee as outlined above.

## **Schedule C**

### **EQUIPMENT AND CLIENT TASKS FOR SET UP, INSTALLATION AND IMPLEMENTATION OF SOFTWARE**

#### **TouchNet Software Implementation Services**

*Defined Engagement and Project Management:* A TouchNet implementation lead will work closely with Client's project leaders to review and tailor standard project plans to illustrate key tasks, milestones and deliverables for the TouchNet implementation. The implementation lead will coordinate all TouchNet Software installation, configuration, training and "go-live" activities with Client.

*Timeline:* Implementation timelines vary greatly based upon products purchased, key business drivers for when those products are implemented as well as resource availability both with Client as well as TouchNet. TouchNet will work with Client's key stakeholders and resources to adjust standard project plans to best accommodate resource availability and constraints.

*System Testing:* TouchNet will perform system integration testing after software is installed and configured to ensure integration with the Host ERP. TouchNet's testing efforts are not considered to be exhaustive as subsequent testing should be conducted by Client to ensure adherence with applicable Client business rules as well as gain familiarity with the new TouchNet Software.

*Training:* TouchNet's Professional Services team is committed to helping Client get acquainted with its newly licensed software. To that end, TouchNet's standard product training employs a "train the trainer" approach, which leverages a mix of both onsite and remote training technologies, such as Microsoft LiveMeeting. The implementation manager will determine Client's training needs during the initial project meeting with key stakeholders. More significant training, such as on-site support for Client's "go live," or training scheduled once the applications are in production, can be purchased at an additional cost.

*User Acceptance Testing:* It is the responsibility of Client to ensure adequate resources and time is allocated to perform user acceptance testing of the new TouchNet Software. Many new business processes and functions are introduced as a part of the implementation of TouchNet Software and it is recommended highly that Client take the time during user acceptance testing to validate and refine some of those new processes.

*"Go-live" Support:* The TouchNet implementation lead will be assisting throughout the implementation of the TouchNet Software. During the "go-live" and for a period of 2 weeks beyond, the TouchNet implementation lead will continue to support Client remotely.

#### **Client Duties During the Implementation**

##### **General**

*Human Resource Needs:* Client will need to identify appropriate project related resources including, but not limited to, project lead, technical lead and key stakeholders to be leveraged for functional requirements and/or functional testing. Business office or



functional users of the new TouchNet Software are critical for requirements as well as testing purposes.

*Physical Resource Needs:* Client will need to reserve applicable training facilities for any on-site related activities (i.e. training) once the specified timelines are agreed to. The facilities will need an overhead projector, workstations for attendees (if the desired environment) and preferably a whiteboard or similar drawing surface.

*Payment Processing Needs:* In preparation for the TouchNet implementation, the following items should be gathered as they will be critical to expediting the implementation:

- Verification of credit card processor
- Merchant ID information
- Bank account and routing information and initial discussions with them regarding the transmission of any ACH related data

#### **DataCenter Implementations**

*Technical Requirements:* There are 2 items necessary to be completed by the Client's Technical staff.

- Provide necessary IP information for TouchNet Software to access the applicable Client Information Systems and make necessary changes to firewall(s)
- Client will need to install a small connector piece of software which enables TouchNet Software to communicate with the Student Information System

*This is a basic list of duties to be performed by Client. A complete list may be obtained from the TouchNet implementation specialist assigned to the Client during installation.*

*If Client must re-schedule an installation after a date has been determined, a surcharge of 50% of the total Professional Services Fees will apply, and the project implementation will be rescheduled based upon TouchNet's availability at that time. The maximum time allowed for installation under this ASP Agreement for all products is six (6) months. If delays beyond six (6) months are caused by Client, additional Professional Services Fees may apply.*

*Client is responsible for reasonable travel, lodging, and food expenses incurred by TouchNet during the on-site training.*

*The TouchNet Software, in some cases, will require the Client to assist TouchNet in accessing files on the Client's Student Information System to accomplish the interface between TouchNet Software and other software on Client's Student Information System and to permit certain functionality to be tested. Also, it is the Client's responsibility to assist TouchNet and/or its subcontractors in setting up links between the TouchNet Software and Client's Student Information System. Such responsibility includes, but is not limited to, granting remote or other access thereto, granting of administrative (or similar) rights and privileges, and assisting TouchNet (or its subcontractors) in understanding the configuration and environment of Client's Student Information System.*

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0036940	148.68	WELLS FARGO BANK	Food and Food Service Supplies	SP		7/27/2015
16-P0036941	248.40	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies	SP		7/27/2015
16-P0036942	3,055.78	REACHLOCAL INC	Advertising	SP		7/27/2015
16-P0036943	5,000.00	PANDORA MEDIA INC.	Advertising	SP		7/27/2015
16-P0036946	4,500.00	DEPT OF GENERAL SERVICES	Site Improv - DSA Fees	SP		7/27/2015
16-P0036947	3,000.00	MEDICAL BILLING TECH INC	Contracted Services	SP		7/27/2015
16-P0036948	30,088.80	GOLDEN STAR TECHNOLOGY, INC.	Equip-All Other >\$1,000<\$5,000			7/27/2015
16-P0036949	58.08	CDW GOVERNMENT INC.	Non-Instructional Supplies			7/27/2015
16-P0036951	1,874.92	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/28/2015
16-P0036952	1,825.87	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/28/2015
16-P0036953	14,440.63	ADVANCED WEB OFFSET INC	Class Schedules/Printing	SP		7/28/2015
16-P0036954	1,534.51	SIGMA ALDRICH INC	Instructional Supplies	SP		7/28/2015
16-P0036955	985.07	SIGMA ALDRICH INC	Instructional Supplies	SP		7/28/2015
16-P0036956	4,065.61	FISHER SCIENTIFIC	Instructional Supplies	SP		7/28/2015
16-P0036957	2,965.04	FISHER SCIENTIFIC	Instructional Supplies	SP		7/28/2015
16-P0036958	1,245.32	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/28/2015
16-P0036959	2,227.50	WATERBOY SPORTS INC	Instructional Supplies	SP		7/28/2015
16-P0036960	478.57	FISHER SCIENTIFIC	Instructional Supplies	SP		7/28/2015
16-P0036961	6,801.00	TREND OFFSET PRINTING	Reproduction/Printing Expenses	SP		7/28/2015
16-P0036962	872.88	FITNESS REPAIR SHOP	Instructional Supplies	SP		7/28/2015
16-P0036963	481.27	POWER SYSTEMS	Instructional Supplies	SP		7/28/2015
16-P0036964	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			7/28/2015
16-P0036965	1,800.00	SO CALIF FOOTBALL ASSOC	Inst Dues & Memberships			7/28/2015
16-P0036967	2,000.00	AMAZON COM	Library Books	SP		7/28/2015
16-P0036968	5,500.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/28/2015
16-P0036969	665.00	SOUTHERN CALIFORNIA WRESTLING ALLIANCE	Inst Dues & Memberships			7/28/2015
16-P0036970	515.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/28/2015
16-P0036971	33,838.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			7/28/2015
16-P0036972	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/28/2015
16-P0036973	500.00	PARKHOUSE TIRE SERVICE INC	Non-Instructional Supplies			7/28/2015
16-P0036974	81.65	LAERDAL MEDICAL CORP	Instructional Supplies	SP		7/28/2015
16-P0036975	4,650.24	ORANGE COUNTY PUMP CORP	Contracted Repair Services			7/28/2015
16-P0036976	530.00	JAROTH INC	Telephone & Pager Services			7/28/2015
16-P0036977	99.00	WELLS FARGO BANK	Other Licenses & Fees			7/28/2015

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No. 4.21

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0036978	4,000.00	ACADEMY ELECTRIC INC	Contracted Repair Services			7/28/2015
16-P0036979	4,000.00	PROFESSIONAL PLUMBING &	Contracted Repair Services			7/28/2015
16-P0036980	2,000.00	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			7/28/2015
16-P0036981	2,552.00	TROPICAL PLAZA NURSERY	Site Improv - Contractor Svcs	SP		7/28/2015
16-P0036982	825.00	SIMPLEXGRINNELL	Contracted Services			7/28/2015
16-P0036983	3,000.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/28/2015
16-P0036984	2,000.00	APPLE COMPUTER INC	Software License and Fees	SP		7/28/2015
16-P0036985	5,000.00	MAINTEX INC	Contracted Repair Services			7/28/2015
16-P0036986	3,276.00	MCT TECHNOLOGY INC.	Software Support Service	SP		7/28/2015
16-P0036987	139.81	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		7/28/2015
16-P0036988	646.00	GARDEN GROVE CHAMBER	Inst Dues & Memberships			7/29/2015
16-P0036989	163.50	APCO GRAPHICS INC	Non-Instructional Supplies			7/29/2015
16-P0036990	2,000.00	ZPIZZA	Food and Food Service Supplies			7/29/2015
16-P0036991	5,500.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/29/2015
16-P0036992	1,500.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			7/29/2015
16-P0036993	1,214.11	VWR FUNDING INC	Instructional Supplies	SP		7/29/2015
16-P0036994	2,246.40	QQN INC	Reproduction/Printing Expenses	SP		7/29/2015
16-P0036995	3,000.00	HOME DEPOT	Non-Instructional Supplies			7/29/2015
16-P0036996	500.00	HOME DEPOT	Non-Instructional Supplies	SP		7/29/2015
16-P0036997	3,800.00	TEAM ONE MANAGEMENT	Non-Instructional Supplies	SP		7/29/2015
16-P0036998	1,800.00	CAPP ASSOCIATES INC	Software License and Fees	SP		7/29/2015
16-P0036999	800.00	UC SAN DIEGO	Software License and Fees	SP		7/29/2015
16-P0037000	2,160.00	TENNAN GAIL	Software License and Fees	SP		7/29/2015
16-P0037001	118.80	EMS ACQUISITION CORP	Instructional Supplies	SP		7/29/2015
16-P0037002	2,000.00	MEDICAL BILLING TECH INC	Contracted Services	SP		7/29/2015
16-P0037003	1,000.00	MEDICAL ARTS PRESS	Non-Instructional Supplies	SP		7/29/2015
16-P0037004	5,000.00	QUEST DIAGNOSTICS	Contracted Services	SP		7/29/2015
16-P0037005	10,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/29/2015
16-P0037006	175.00	CCPRO	Inst Dues & Memberships			7/29/2015
16-P0037007	104.88	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		7/29/2015
16-P0037008	7,100.00	ACCUVANT INC	Equip-All Other > \$5,000			7/29/2015
16-P0037009	5,044.87	ASSA ABLOY ENTRANCE SYSTEMS	Contracted Repair Services			7/30/2015
16-P0037010	312.32	DPRL INVESTMENTS LLC	Conference Expenses	SP		7/30/2015
16-P0037011	2,174,672.00	ASCIP	Workers Compensation Insurance			7/30/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037012	198.01	JOSHUA H. DORMAN	Conference Expenses	SP		7/30/2015
16-P0037013	1,095.00	TABLEAU SOFTWARE INC	Conference Expenses	SP		7/30/2015
16-P0037014	1,895.21	D4 SOLUTIONS INC.	Contracted Services			7/30/2015
16-P0037015	4,974.91	APPERSON	Instructional Supplies	SP		7/30/2015
16-P0037017	800.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/30/2015
16-P0037018	5,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services	SP		7/30/2015
16-P0037019	1,235.29	SOUTH COAST WATER CO	Contracted Repair Services			7/30/2015
16-P0037020	5,000.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services	SP		7/30/2015
16-P0037021	500.00	SMART & FINAL	Food and Food Service Supplies	SP		7/30/2015
16-P0037022	250.00	STATER BROS	Food and Food Service Supplies	SP		7/30/2015
16-P0037023	14,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/30/2015
16-P0037024	4,000.00	TURF STAR INC	Contracted Repair Services			7/30/2015
16-P0037025	3,560.00	MCBAIN INSTRUMENTS	Contracted Repair Services			7/30/2015
16-P0037026	250.00	STATER BROS	Food and Food Service Supplies	SP		7/30/2015
16-P0037027	992.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			7/30/2015
16-P0037028	150.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/30/2015
16-P0037029	3,325.00	ELESCO	Maint/Oper Service Agreements			7/30/2015
16-P0037030	800.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2015
16-P0037031	5,000.00	TENNANT SALES & SVC CO	Contracted Repair Services			7/30/2015
16-P0037032	500.00	METROPRO TOWING INC	Contracted Repair Services			7/30/2015
16-P0037033	4,000.00	PETE'S ROAD SVC	Contracted Repair Services			7/30/2015
16-P0037034	3,758.00	C A GRAINGER CONSTRUCTION INC	Bldg Impr - Contractor Svcs	SP	BOND	7/30/2015
16-P0037035	706,610.00	ASCIP	Prop, Liab, Boiler & Machine			7/30/2015
16-P0037036	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/30/2015
16-P0037037	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/30/2015
16-P0037038	5,000.00	MATERIAL HANDLING SUPPLY INC	Contracted Repair Services			7/30/2015
16-P0037039	1,575.00	WILLIAMS ROBERT	Contracted Repair Services			7/30/2015
16-P0037040	8,000.00	POWERTRON	Repair & Replacement Parts			7/30/2015
16-P0037041	14,900.00	SC FUELS	Gasoline			7/30/2015
16-P0037042	750.00	ORANGE COUNTY AUTO PARTS	Repair & Replacement Parts			7/30/2015
16-P0037043	500.00	CARQUEST AUTO PARTS	Repair & Replacement Parts			7/30/2015
16-P0037044	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2015
16-P0037045	588.00	TOM BLACK SVC CTR	Contracted Repair Services			7/30/2015
16-P0037046	10,000.00	GRP2 UNIFORMS INC	Non-Instructional Supplies			7/30/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037047	5,100.00	BLUERAY MANAGEMENT	Maint/Oper Service Agreements			7/30/2015
16-P0037048	800.00	COSCO FIRE PROTECTION INC	Contracted Repair Services			7/30/2015
16-P0037049	320.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2015
16-P0037050	800.00	ACTION DOOR CONTROLS INC	Contracted Repair Services			7/30/2015
16-P0037051	6,000.00	JOB ELEPHANT COM INC	Personnel Recruiting	SP		7/30/2015
16-P0037052	7,295.00	SALEM ENGINEERING GROUP INC	Site Improv - Geotech/Geohaz	SP		7/30/2015
16-P0037053	9,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/30/2015
16-P0037054	667.34	MEDIX INC	Instructional Supplies	SP		7/30/2015
16-P0037055	164.74	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/30/2015
16-P0037056	17.67	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2015
16-P0037057	330.76	ULINE	Non-Instructional Supplies			7/30/2015
16-P0037058	293.80	FACTORY EXPRESS	Non-Instructional Supplies			7/30/2015
* 16-P0037059	2,215.00	SACNAS	Conference Expenses	SP		7/30/2015
16-P0037060	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2015
16-P0037061	1,142.54	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/30/2015
16-P0037062	27,614.04	DELL COMPUTER	Equip-All Other > \$5,000			7/30/2015
16-P0037063	185.00	WELLS FARGO BANK	Non-Instructional Supplies			7/30/2015
16-P0037064	1,640.00	COMMERCIAL DOOR OF ORANGE COUNTY INC	Maint/Oper Service Agreements			7/30/2015
16-P0037065	1,658.88	XEROX CORP	Instructional Supplies	SP		7/30/2015
16-P0037066	249.00	FRED PRYOR SEMINARS	Conference Expenses	SP		7/30/2015
16-P0037067	88.00	LUIS A. KINGS	Conference Expenses	SP		7/30/2015
16-P0037068	4,800.00	RP GROUP	Conference Expenses	SP		8/3/2015
16-P0037069	216.00	PURITA Z SICAT	Food and Food Service Supplies	SP		8/3/2015
16-P0037070	3,500.00	VILLAGE NURSERIES	Non-Instructional Supplies			8/3/2015
16-P0037071	2,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			8/3/2015
16-P0037072	2,000.00	CHAMPION CHEMICAL CO	Non-Instructional Supplies			8/3/2015
16-P0037073	6,000.00	WATERLINE TECHNOLOGIES	Non-Instructional Supplies			8/3/2015
16-P0037074	3,000.00	GANAHL LUMBER CO	Non-Instructional Supplies			8/3/2015
16-P0037075	5,000.00	CLARK SECURITY PRODUCTS INC	Non-Instructional Supplies			8/3/2015
16-P0037076	500.00	A & W ELECTRIC MOTORS INC	Repair & Replacement Parts			8/3/2015
16-P0037077	1,000.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			8/3/2015
16-P0037078	1,000.00	HOME DEPOT	Repair & Replacement Parts			8/3/2015
16-P0037079	7,500.00	HOME DEPOT	Repair & Replacement Parts			8/3/2015
16-P0037080	693.11	ONE PARK BLVD LLC	Conference Expenses	SP		8/3/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037081	495.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		8/3/2015
16-P0037082	6,459.80	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	Non-Instructional Supplies			8/3/2015
16-P0037083	975.27	WEATHERITE CORP	Contracted Repair Services			8/4/2015
16-P0037084	5,000.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			8/4/2015
16-P0037085	396.65	WEATHERITE CORP	Contracted Repair Services			8/4/2015
16-P0037086	8,300.00	WEATHERITE CORP	Contracted Repair Services	SP		8/4/2015
16-P0037087	500.00	AMERICAN OIL CO	Hazardous Materials Removal			8/4/2015
16-P0037088	3,000.00	FRS ENVIRONMENTAL	Maint Contract - Other Equip			8/4/2015
16-P0037089	800.00	RIZUTO JOHN	Contracted Repair Services			8/4/2015
16-P0037090	3,500.00	STERICYCLE INC	Hazardous Materials Removal			8/4/2015
16-P0037091	1,667.48	WEATHERITE CORP	Contracted Repair Services			8/4/2015
16-P0037092	2,000.00	HILLS BROS LOCK & SAFE	Contracted Repair Services			8/4/2015
16-P0037093	4,000.00	HOBART CORP	Contracted Repair Services	SP		8/4/2015
16-P0037095	2,000.00	RAMCO REFRIGERATION & AIR	Contracted Repair Services	SP		8/4/2015
16-P0037096	1,000.00	NESTLE WATERS NORTH AMERICA	Non-Instructional Supplies	SP		8/4/2015
16-P0037097	2,000.00	EDWARD COSNER	Contracted Services			8/4/2015
16-P0037098	14,000.00	STATE OF CALIFORNIA	Fingerprinting			8/4/2015
16-P0037099	2,750.00	WEATHERITE CORP	Contracted Repair Services			8/4/2015
16-P0037100	1,000.00	HAY GROUP INC	Contracted Services			8/4/2015
16-P0037101	130.00	MUSICK, PEELER & GARRETT LLP	Legal Expenses			8/4/2015
16-P0037102	255.00	MKH ELECTRONICS	Maint Contract - Other Equip			8/4/2015
16-P0037103	26,244.00	CDW GOVERNMENT INC.	Equip-All Other >\$200 < \$1,000			8/4/2015
* 16-P0037104	1,749.01	DENNIS JAMES CLEEK	Instructional Supplies	SP		8/4/2015
16-P0037105	43.19	CDW GOVERNMENT INC.	Instructional Supplies	SP		8/4/2015
16-P0037106	1,411.00	COLLEGESOURCE INC	Software License and Fees	SP		8/4/2015
16-P0037107	331.78	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		8/4/2015
16-P0037108	525.00	LIBRARY OF CONGRESS	Software License and Fees			8/4/2015
16-P0037109	384.64	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			8/4/2015
16-P0037110	693.44	KNORR SYSTEMS INC	Contracted Repair Services			8/4/2015
16-P0037111	1,296.00	TENNAN GAIL	Software License and Fees	SP		8/4/2015
16-P0037112	5,000.00	FERGUSON ENTERPRISES INC.	Non-Instructional Supplies			8/4/2015
16-P0037113	3,000.00	AAF AMERICAN AIR FILTERS	Non-Instructional Supplies			8/4/2015
16-P0037114	11,125.00	IXO INC	Other Licenses & Fees	SP		8/4/2015
16-P0037115	195.00	CPP INC	Software License and Fees	SP		8/4/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037116	297.35	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/4/2015
16-P0037117	766.25	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/4/2015
16-P0037118	2,000.00	WELLS FARGO BANK	Advertising	SP		8/5/2015
16-P0037119	1,000.00	XPEDX PAPER CO	Non-Instructional Supplies			8/5/2015
16-P0037120	3,000.00	VOCUS INC	Internet Services			8/5/2015
16-P0037121	2,607.12	STAPLES CONTRACT & COMMERCIAL INC	Non-Instructional Supplies			8/5/2015
16-P0037122	883.74	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/5/2015
16-P0037123	450.00	ACHRO EEO ASSOC OF CHIEF HUMAN	Inst Dues & Memberships	SP		8/5/2015
16-P0037124	4,035.00	AMERICAN RELOCATION & LOGISTICS INC	Bldg Impr - Relocation/Moving	SP		8/5/2015
16-P0037125	2,180.00	SOUTHLAND INDUSTRIES	Contracted Services			8/5/2015
16-P0037126	2,525.04	SCHOOL SAVERS	Instructional Supplies	SP		8/5/2015
16-P0037127	1,193.94	CHEMGLASS LIFE SCIENCES LLC	Instructional Supplies	SP		8/5/2015
16-P0037128	315.25	QUARK ENTERPRISES INC	Instructional Supplies	SP		8/5/2015
16-P0037129	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/5/2015
16-P0037130	6,500.00	DON BOOKSTORE	Other Exp Paid for Students	SP		8/5/2015
16-P0037131	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/5/2015
16-P0037132	10,000.00	SANTA ANA DIESEL	Repair & Replacement Parts			8/5/2015
16-P0037133	600.00	COMPUTER SPORTS MEDICINE, INC.	Software License and Fees			8/5/2015
16-P0037134	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/5/2015
16-P0037135	3,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/5/2015
16-P0037137	500.00	DON BOOKSTORE	Instructional Supplies	SP		8/5/2015
16-P0037138	500.00	FIRE SERVICE SPECIFICATION & SUPPLY	Instructional Supplies	SP		8/5/2015
16-P0037139	2,500.00	SPECTRUM GAS PRODUCTS	Repair & Replacement Parts			8/5/2015
16-P0037140	500.00	ALBERTSON'S	Food and Food Service Supplies	SP		8/5/2015
16-P0037141	12.50	ACT	Non-Instructional Supplies	SP		8/5/2015
16-P0037142	269.99	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/5/2015
16-P0037143	1,771.44	EBSCO SUBSCRIPTION SVCS	Library Books - Periodicals			8/5/2015
16-P0037144	86.39	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/5/2015
16-P0037145	104.88	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		8/5/2015
16-P0037146	3,059.60	DAKTRONICS	Contracted Repair Services			8/5/2015
16-P0037147	5,600.00	DON BOOKSTORE	Food and Food Service Supplies	SP		8/5/2015
16-P0037148	2,000.00	VINOGRADOV PATRICIA E	Contracted Services	SP		8/6/2015
16-P0037149	500.00	DE LA TORRE LILIAN	Contracted Services	SP		8/6/2015
16-P0037150	1,600.00	TAM GLOBAL LLC	Contracted Services			8/6/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037151	1,154.40	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		8/6/2015
16-P0037152	14,535.00	PGINET CONSULTING	Contracted Services	SP		8/6/2015
16-P0037153	1,154.40	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		8/6/2015
16-P0037154	200.00	PAPER DEPOT DOCUMENT	Contracted Services	SP		8/6/2015
16-P0037155	3,300.00	AMERICAN CITY PEST CONTROL INC	Contracted Services			8/6/2015
16-P0037156	942.04	D4 SOLUTIONS INC.	Contracted Services			8/6/2015
16-P0037157	1,600.00	DE LA TORRE-REED LILIAN	Contracted Services			8/6/2015
16-P0037158	146.39	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies	SP		8/6/2015
16-P0037159	1,275.00	ALLEY CAT DEVELOPMENT INC	Contracted Repair Services			8/6/2015
16-P0037160	10,000.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			8/6/2015
16-P0037161	236.51	B & H PHOTO VIDEO INC	Equip-All Other >\$200 < \$1,000			8/6/2015
16-P0037162	135.00	PYRO-COMM SYSTEMS INC	Contracted Services			8/6/2015
16-P0037163	4,200.00	SIDEPATH INC	Contracted Services			8/6/2015
16-P0037164	1,500.00	OOTEN CHERYL C	Contracted Services	SP		8/6/2015
16-P0037165	150.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		8/6/2015
16-P0037166	2,000.00	ORANGE COUNTY FARM SUPPLY	Non-Instructional Supplies			8/6/2015
16-P0037167	14,000.00	WEATHERITE CORP	Contracted Repair Services			8/6/2015
16-P0037168	1,500.00	ALAN'S LAWNMOWER & GARDEN CTR	Non-Instructional Supplies			8/6/2015
16-P0037169	1,500.00	BISHOP CO	Non-Instructional Supplies			8/6/2015
16-P0037170	1,500.00	EBERHARD EQUIPMENT	Non-Instructional Supplies			8/6/2015
16-P0037171	2,500.00	HOME DEPOT	Non-Instructional Supplies			8/6/2015
16-P0037172	4,000.00	HYDRO SCAPE PRODUCTS INC	Non-Instructional Supplies			8/6/2015
16-P0037173	8,000.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		8/6/2015
16-P0037174	400.00	LIGHT BULBS ETC	Non-Instructional Supplies			8/6/2015
16-P0037175	150.00	HSACCC HEALTH SVCS ASSOC-	Inst Dues & Memberships	SP		8/6/2015
16-P0037176	3,000.00	HOME DEPOT	Non-Instructional Supplies	SP		8/6/2015
16-P0037177	3,000.00	GRAINGER	Non-Instructional Supplies			8/6/2015
16-P0037178	2,000.00	EBERHARD EQUIPMENT	Repair & Replacement Parts			8/6/2015
16-P0037179	1,000.00	ARIZONA MACHINERY	Contracted Repair Services			8/6/2015
16-P0037180	2,000.00	VARSIY BRANDS HOLDING CO INC	Non-Instructional Supplies			8/6/2015
16-P0037181	4,500.00	ANGELUS QUARRIES BLDG	Non-Instructional Supplies			8/6/2015
16-P0037182	2,500.00	ALAN'S LAWNMOWER & GARDEN CTR	Contracted Repair Services			8/6/2015
16-P0037183	64.68	MASTER RECORDING SUPPLY	Instructional Supplies	SP		8/6/2015
16-P0037184	240.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			8/6/2015

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Legend: \* = Multiple Accounts for this P.O.      SP = Special Project



P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037185	470.00	IMPACT APPLICATIONS	Software License and Fees			8/6/2015
16-P0037186	505.78	CDW GOVERNMENT INC.	Non-Instructional Supplies			8/6/2015
16-P0037187	104.00	SUBWAY #29932	Food and Food Service Supplies	SP		8/6/2015
16-P0037188	10,000.00	MONOPRICE INC	Non-Instructional Supplies			8/6/2015
16-P0037189	2,000.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			8/6/2015
16-P0037190	1,500.00	INTELECOM	Software License and Fees	SP		8/6/2015
16-P0037191	39,900.00	ROBERT FERRILLI LLC	Contracted Services			8/6/2015
16-P0037192	2,000.00	GOLDEN STAR TECHNOLOGY, INC.	Non-Instructional Supplies			8/6/2015
16-P0037193	900.00	CAPP ASSOCIATES INC	Software License and Fees	SP		8/6/2015
16-P0037194	158.71	B & H PHOTO VIDEO INC	Non-Instructional Supplies			8/6/2015
16-P0037195	9,925.00	QUALITY FENCE CO INC	Site Improv - Contractor Svcs	SP		8/6/2015
16-P0037196	6,700.00	THE DOLINKA GROUP LLC	Contracted Services			8/6/2015
* 16-P0037197	850.00	COUNCIL FOR OPPORTUNITY IN EDUCATION	Conference Expenses	SP		8/10/2015
16-P0037198	900.00	HEID JARED STEPHEN	Contracted Repair Services			8/10/2015
16-P0037199	3,444.94	CYRGUS COMPANY INC	Instructional Supplies	SP		8/10/2015
16-P0037200	7,784.00	CITY OF CORONA	Instructional Agrmt - Salary			8/10/2015
16-P0037201	22,000.00	THE DOLINKA GROUP LLC	Contracted Services			8/6/2015
16-P0037202	36,224.00	ACCJC ACCREDITING COMMISSION	Other Licenses & Fees			8/10/2015
16-P0037203	960.12	DON BOOKSTORE	Books, Mags & Subscrip-Non-Lib	SP		8/10/2015
16-P0037204	2,500.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			8/10/2015
16-P0037205	3,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			8/10/2015
16-P0037206	3,500.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			8/10/2015
16-P0037207	504.95	ALL AMERICAN SPORTS CORP	Instructional Supplies	SP		8/10/2015
16-P0037208	3,500.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			8/10/2015
16-P0037209	60,328.28	GOLDEN STAR TECHNOLOGY, INC.	Equip-All Other >\$1,000<\$5,000			8/10/2015
16-P0037210	28,665.36	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			8/10/2015
16-P0037211	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/11/2015
16-P0037212	673.17	D & A PIZZA INC	Food and Food Service Supplies	SP		8/11/2015
16-P0037213	3,459.28	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		8/11/2015
16-P0037214	1,500.00	DON BOOKSTORE	Other Exp Paid for Students	SP		8/11/2015
16-P0037215	15,310.00	THE DOLINKA GROUP LLC	Contracted Services			8/6/2015
16-P0037216	887.22	DON BOOKSTORE	Books, Mags & Subscrip-Non-Lib	SP		8/11/2015
16-P0037217	1,000.00	UNITED RENTALS	Rental-Equipment (Short-term)			8/11/2015
16-P0037218	2,500.00	TSI INC	Repair & Replacement Parts			8/11/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037219	2,500.00	DON BOOKSTORE	Books Paid for Students	SP		8/11/2015
16-P0037220	5,000.00	DON BOOKSTORE	Books Paid for Students	SP		8/11/2015
16-P0037221	3,000.00	FREEDOM COMMUNICATIONS, INC	Advertising			8/11/2015
16-P0037222	446.00	ELVIA GARCIA	Food and Food Service Supplies			8/11/2015
16-P0037223	500.00	DON BOOKSTORE	Instructional Supplies	SP		8/11/2015
16-P0037224	500.00	GRAINGER	Repair & Replacement Parts			8/11/2015
16-P0037225	4,000.00	NORTHSTAR ENTERPRISES INC	Repair & Replacement Parts			8/11/2015
16-P0037226	5,000.00	TENNANT SALES & SVC CO	Repair & Replacement Parts			8/11/2015
16-P0037227	3,500.00	YALE CHASE	Repair & Replacement Parts			8/11/2015
16-P0037228	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/11/2015
16-P0037229	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/11/2015
16-P0037230	1,500.00	GOODYEAR	Repair & Replacement Parts			8/11/2015
16-P0037231	1,000.00	UNITED RENTALS	Gasoline			8/11/2015
16-P0037232	2,100.00	SO COUNTIES LUBRICANTS	Gasoline			8/11/2015
16-P0037233	546.70	SAGE RESTAURANT GROUP INC	Food and Food Service Supplies	SP		8/11/2015
16-P0037234	651.84	VWR FUNDING INC	Instructional Supplies	SP		8/11/2015
16-P0037235	1,376.71	VWR FUNDING INC	Instructional Supplies	SP		8/11/2015
16-P0037236	23.97	WELLS FARGO BANK	Non-Instructional Supplies	SP		8/11/2015
16-P0037237	4,884.00	ATI ASSESSMENT TECHNOLOGIES	Non-Instructional Supplies	SP		8/11/2015
16-P0037238	401.23	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/11/2015
16-P0037239	495.90	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/11/2015
16-P0037240	633.00	STEVEN A. GLYER	Non-Instructional Supplies	SP		8/11/2015
16-P0037241	225.00	RUBY N. FLORES	Fees Paid for Students	SP		8/11/2015
16-P0037242	3,965.76	GUILLERMO W. MULHALL JR	Instructional Supplies	SP		8/11/2015
16-P0037243	47.00	COUNTY OF ORANGE	Other Licenses & Fees			8/11/2015
16-P0037244	1,000.00	SIGMA ALDRICH INC	Instructional Supplies	SP		8/11/2015
16-P0037245	15,353.64	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		8/11/2015
* 16-P0037247	400.35	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/11/2015
* 16-P0037248	734.57	SEHI COMPUTER PRODUCTS	Equip-All Other >\$200 < \$1,000	SP		8/11/2015
16-P0037249	189,012.00	ELLUCIAN INC.	Software License and Fees	SP		8/12/2015
16-P0037250	158.00	SANTIAGO HILLS AUTO SPA INC	Food and Food Service Supplies	SP		8/12/2015
16-P0037251	47.00	COUNTY OF ORANGE	Other Licenses & Fees			8/12/2015
16-P0037252	361.28	APPERSON	Non-Instructional Supplies	SP		8/12/2015
* 16-P0037253	1,215.00	HYATT EQUITIES, LLC	Conference Expenses	SP		8/12/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037254	951.00	COUNTY OF ORANGE	Other Licenses & Fees			8/12/2015
16-P0037255	2,640.00	C BELOW INC	Bldg Impr - Contractor Svcs	SP	BOND	8/12/2015
16-P0037256	7,500.00	SIGNATURE FLOORING INC	Contracted Repair Services			8/12/2015
16-P0037257	4,634.97	ORANGE COAST FENCE CO	Contracted Repair Services			8/12/2015
16-P0037258	9,000.00	HEINLY JENNIFER LYNN	Contracted Services			8/12/2015
16-P0037259	5,166.00	NEAL VERONICA K	Contracted Services	SP		8/12/2015
16-P0037260	863.68	C2 REPROGRAPHICS	Reproduction/Printing Expenses			8/12/2015
16-P0037261	3,563.09	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/12/2015
16-P0037262	98.74	WELLS FARGO BANK	Non-Instructional Supplies			8/12/2015
* 16-P0037263	2,179.23	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		8/12/2015
16-P0037264	800.00	COUNCIL FOR OPPORTUNITY IN EDUCATION	Conference Expenses	SP		8/12/2015
16-P0037265	911.34	HYATT EQUITIES, LLC	Conference Expenses	SP		8/12/2015
16-P0037266	2,000.00	EXPRESS PIPE & SUPPLY CO LLC	Non-Instructional Supplies			8/13/2015
16-P0037267	140.35	WELLS FARGO BANK	Food and Food Service Supplies	SP		8/13/2015
16-P0037268	566.68	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip-All Other >\$200 < \$1,000	SP		8/13/2015
16-P0037269	428.48	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		8/13/2015
16-P0037270	1,500.00	DON BOOKSTORE	Instructional Supplies	SP		8/13/2015
16-P0037271	75.60	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		8/13/2015
16-P0037272	428.48	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		8/13/2015
16-P0037273	1,500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/13/2015
16-P0037274	1,592.35	UNISOURCE PAPER CO	Non-Instructional Supplies			8/13/2015
16-P0037275	428.48	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		8/13/2015
16-P0037276	587.15	BIO RAD LABORATORIES	Instructional Supplies	SP		8/13/2015
16-P0037277	20.54	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/13/2015
16-P0037278	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/13/2015
16-P0037279	1,058.40	LA CASA DEL MARIACHI	Instructional Supplies	SP		8/13/2015
16-P0037280	865.08	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		8/13/2015
16-P0037281	68.03	D & A PIZZA INC	Food and Food Service Supplies	SP		8/13/2015
16-P0037282	1,000.00	HOME DEPOT	Instructional Supplies	SP		8/13/2015
16-P0037283	1,000.00	APEX AUDIO INC	Instructional Supplies	SP		8/13/2015
16-P0037284	750.00	SAMY'S CAMERA	Instructional Supplies	SP		8/13/2015
16-P0037285	1,000.00	CALIF STAGE & LIGHTING	Instructional Supplies	SP		8/13/2015
16-P0037286	831.00	VARIDESK LLC	Equip-All Other >\$200 < \$1,000			8/13/2015
16-P0037287	3,561.25	CDW GOVERNMENT INC.	Non-Instructional Supplies			8/13/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037288	377.88	GOLDEN STAR TECHNOLOGY, INC.	Non-Instructional Supplies			8/13/2015
16-P0037289	65,000.00	DON BOOKSTORE	Books Paid for Students	SP		8/13/2015
16-P0037290	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/13/2015
16-P0037291	6,414.00	DON BOOKSTORE	Books Paid for Students	SP		8/13/2015
16-P0037292	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/13/2015
16-P0037293	1,050.00	GREAT MINDS IN STEM	Other Exp Paid for Students	SP		8/13/2015
16-P0037294	73.20	DENISE M. FOLEY	Instructional Supplies	SP		8/13/2015
16-P0037295	1,025.00	FBM HOLDING LLC	Internet Services			8/13/2015
16-P0037296	500.00	RP GROUP	Conference Expenses	SP		8/13/2015
16-P0037297	190.00	CEPA	Other Licenses & Fees			8/13/2015
16-P0037298	1,949.80	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services			8/13/2015
16-P0037299	2,500.00	AAA ELECTRIC MOTOR SALES	Contracted Repair Services			8/13/2015
16-P0037300	500.00	ORKIN PEST CONTROL	Contracted Services			8/13/2015
16-P0037301	2,476.00	MCGRATH RENT CORP	Lease Agreement - Facility			8/13/2015
16-P0037302	500.00	LIVESCAN N' MORE INC	Fingerprinting			8/13/2015
16-P0037303	8,456.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		8/13/2015
16-P0037304	525.00	NBIA NAT'L BUSINESS INCUBATION	Inst Dues & Memberships			8/14/2015
16-P0037305	100.00	CALIF ORG OF ASSOC DEGREE NURSING P	Inst Dues & Memberships			8/14/2015
16-P0037306	20.63	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			8/17/2015
16-P0037307	495.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		8/17/2015
* 16-P0037308	13,004.85	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies	SP		8/17/2015
16-P0037309	291.75	AMAZON COM	Instructional Supplies	SP		8/17/2015
16-P0037310	1,500.00	COMPETITIVE EDGE SOFTWARE	Software License and Fees	SP		8/17/2015
16-P0037311	7,000.00	GRAINGER	Non-Instructional Supplies			8/17/2015
16-P0037312	1,000.00	GRAINGER	Non-Instructional Supplies			8/17/2015
16-P0037313	5,000.00	IRVINE PIPE SUPPLY	Non-Instructional Supplies			8/17/2015
16-P0037314	642.65	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/17/2015
16-P0037315	4,500.00	IMPERIAL PRODUCTS INC	Repair & Replacement Parts			8/17/2015
16-P0037317	1,592.35	UNISOURCE PAPER CO	Non-Instructional Supplies			8/18/2015
16-P0037318	2,000.00	AARDVARK CLAY & SUPPLIES	Instructional Supplies	SP		8/18/2015
16-P0037319	2,500.00	DON BOOKSTORE	Books Paid for Students	SP		8/18/2015
16-P0037320	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/18/2015
16-P0037321	23,172.00	DON BOOKSTORE	Books Paid for Students	SP		8/18/2015
16-P0037322	179.10	HW WILSON CO	Library Books - Periodicals	SP		8/18/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037323	1,255.47	ALL AMERICAN SPORTS CORP	Instructional Supplies	SP		8/18/2015
16-P0037324	3,051.32	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		8/18/2015
16-P0037325	14,461.75	EBSCO SUBSCRIPTION SVCS	Library Books - Periodicals	SP		8/18/2015
16-P0037326	4,304.34	BARNES & NOBLE INC.	Books, Mags & Subscrip-Non-Lib	SP		8/18/2015
16-P0037327	422.20	AMERICAN EXPRESS	Conference Expenses	SP		8/18/2015
16-P0037328	910.44	METALCRAFT INC	Non-Instructional Supplies			8/18/2015
16-P0037329	2,000.00	SAMY'S CAMERA	Instructional Supplies	SP		8/18/2015
16-P0037330	750.00	WESTFIELD MAINPLACE	Advertising	SP		8/18/2015
16-P0037331	91.65	DWWTO INC	Contracted Repair Services	SP		8/18/2015
16-P0037332	320.00	COUNTY OF ORANGE	Public Agencies' Assess & Fees			8/18/2015
16-P0037333	150.00	CITY OF ORANGE	Public Agencies' Assess & Fees			8/18/2015
16-P0037334	32.35	APPLE COMPUTER INC	Non-Instructional Supplies			8/18/2015
16-P0037335	27.29	MONOPRICE INC	Instructional Supplies	SP		8/18/2015
16-P0037336	180.00	HISPANIC ASSOCIATION OF COLLEGES & UNIVER	Conference Expenses	SP		8/18/2015
16-P0037337	1,222.48	FONTAINEBLEAU	Conference Expenses	SP		8/18/2015
16-P0037338	244.68	SEHI COMPUTER PRODUCTS	Equip-All Other >\$200 < \$1,000	SP		8/18/2015
16-P0037339	602.62	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		8/18/2015
16-P0037340	5,025.00	PEARSON ED	Software License and Fees	SP		8/18/2015
16-P0037341	2,250.00	POINT AND CLICK SOLUTIONS INC	Software Support Service	SP		8/18/2015
* 16-P0037342	3,677.40	GOLDEN STAR TECHNOLOGY, INC.	Contracted Services	SP		8/19/2015
16-P0037343	72.00	WESTERN POWER SYSTEMS	Contracted Repair Services			8/19/2015
16-P0037344	1,313.23	WEATHERITE CORP	Buildings - Relocation/Moving	SP		8/19/2015
16-P0037345	387.20	BLUERAY MANAGEMENT	Contracted Repair Services			8/19/2015
16-P0037346	427.00	DONALD W BERNAL	Contracted Repair Services			8/19/2015
16-P0037347	437.00	ACTION DOOR CONTROLS INC	Contracted Repair Services			8/19/2015
* 16-P0037348	5,754.29	GOLDEN STAR TECHNOLOGY, INC.	Contracted Services	SP		8/19/2015
16-P0037349	295.00	INLAND CUTTER SERVICE INC	Contracted Repair Services			8/19/2015
16-P0037350	120.04	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		8/19/2015
16-P0037351	752.00	SIGNATURE FLOORING INC	Contracted Repair Services			8/19/2015
16-P0037352	801.45	4 IMPRINT	Non-Instructional Supplies	SP		8/19/2015
16-P0037353	5,050.00	ACADEMY ELECTRIC INC	Bldg Impr - Contractor Svcs	SP		8/19/2015
16-P0037354	497.73	BEEGA'S BOYS	Non-Instructional Supplies			8/19/2015
* 16-P0037355	7,090.62	GOLDEN STAR TECHNOLOGY, INC.	Contracted Services	SP		8/19/2015
16-P0037356	14,040.00	PAL ID STUDIO INC	Bldg Impr - Other Services	SP		8/19/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037357	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/19/2015
16-P0037358	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/19/2015
16-P0037359	14,800.00	ALABI JESSICA JEANNINE	Contracted Services	SP		8/19/2015
16-P0037360	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/19/2015
16-P0037361	430.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/19/2015
16-P0037362	14,500.00	MUSICK, PEELER & GARRETT LLP	Legal Expenses			8/19/2015
16-P0037363	211.22	WOODBURN PRESS	Non-Instructional Supplies	SP		8/19/2015
16-P0037364	3,500.00	HEID JARED STEPHEN	Maint/Oper Service Agreements			8/19/2015
16-P0037365	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/19/2015
16-P0037366	1,810.10	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services	SP		8/19/2015
16-P0037367	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/19/2015
16-P0037368	6,686.56	CART MART INC	Equip-All Other > \$5,000			8/20/2015
16-P0037369	912.84	AKERS THOMAS	Non-Instructional Supplies	SP		8/20/2015
16-P0037370	1,009.31	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		8/20/2015
16-P0037371	140.04	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		8/20/2015
16-P0037372	3,326.00	NASFAA NAT'L ASSOC OF STUDENT	Inst Dues & Memberships	SP		8/20/2015
16-P0037373	2,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/20/2015
16-P0037374	5,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/20/2015
16-P0037375	1,000.00	DON BOOKSTORE	Books, Mags & Subscrip-Non-Lib	SP		8/20/2015
16-P0037376	4,000.00	DON BOOKSTORE	Purchases - New Books	SP		8/20/2015
16-P0037377	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/20/2015
16-P0037378	499.99	CP BOURG INC	Non-Instructional Supplies			8/20/2015
16-P0037379	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/20/2015
16-P0037380	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/20/2015
16-P0037381	21,720.00	LEONARD CHAIDEZ TREE SERVICE	Maint/Oper Service Agreements			8/20/2015
16-P0037382	200.00	COMMUNITY COLLEGE ASSOC OF MESA DIRECTORS	Inst Dues & Memberships	SP		8/20/2015
16-P0037383	1,000.00	DC SERVICES OF AMERICA INC	Contracted Services			8/20/2015
16-P0037384	3,287.50	SPECTRUM INFORMATION SVCS	Contracted Services	SP		8/20/2015
16-P0037386	250.00	DEPT OF GENERAL SERVICES	Site Improv - DSA Fees	SP		8/20/2015
16-P0037387	921.29	LILIA M. TANAKYOWMA	Food and Food Service Supplies	SP		8/20/2015
16-P0037388	800.00	UCSD	Software License and Fees	SP		8/20/2015
16-P0037389	866.80	RELIABLE ICE EQUIPMENT INC	Contracted Repair Services			8/20/2015
16-P0037390	800.00	EDWARD COSNER	Contracted Repair Services			8/20/2015
16-P0037391	1,633.03	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/21/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037392	10,000.00	COMMERCIAL AQUATIC SVCS	Instructional Supplies	SP		8/21/2015
16-P0037393	1,000.00	LOWE'S HOME IMPROVEMENT	Instructional Supplies	SP		8/21/2015
16-P0037394	593.96	B & H PHOTO VIDEO INC	Non-Instructional Supplies			8/21/2015
16-P0037395	171.50	AMERICAN EXPRESS	Conference Expenses	SP		8/24/2015
16-P0037396	2,497.00	CINTAS CORP	Laundry & Dry Cleaning Service			8/24/2015
16-P0037397	1,500.00	CINTAS CORP	Laundry & Dry Cleaning Service			8/24/2015
16-P0037398	340.20	AMERICAN REPROGRAPHICS CO LLC	Lease Agreement - Equipment			8/24/2015
16-P0037399	1,500.00	MARGOLIS HEALY & ASSOCIATES LLC	Contracted Services			8/24/2015
16-P0037400	900.00	BIARD & CROCKETT PLUMBING SVCS INC	Contracted Repair Services			8/24/2015
* 16-P0037401	56,268.24	GOLDEN STAR TECHNOLOGY, INC.	Equip-All Other >\$1,000<\$5,000			8/24/2015
16-P0037402	99.00	ESTHER M. MEADE	Food and Food Service Supplies	SP		8/25/2015
16-P0037403	656.10	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		8/25/2015
16-P0037404	839.16	TOP HAT PRODUCTIONS	Food and Food Service Supplies			8/25/2015
16-P0037405	452.52	MOREA INC	Non-Instructional Supplies			8/25/2015
16-P0037406	87.76	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		8/25/2015
16-P0037407	474.72	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		8/25/2015
16-P0037408	500.00	KUTTING EDGE DESIGN LLC	Instructional Supplies	SP		8/25/2015
16-P0037409	425.00	NUB GAMES, INC.	Internet Services			8/25/2015
16-P0037410	250.00	IMELDA PEREZ	Conference Expenses	SP		8/25/2015
16-P0037411	435.48	WMK SACRAMENTO LLC	Conference Expenses	SP		8/25/2015
16-P0037412	280.00	BOARD OF GOVERNORS	Conference Expenses	SP		8/25/2015
16-P0037413	180.00	COMMUNITY INITIATIVES	Conference Expenses	SP		8/25/2015
16-P0037414	648.00	STEVEN R. MARSHALL	Conference Expenses			8/25/2015
16-P0037415	686.00	DARRYL S. TAYLOR	Conference Expenses			8/25/2015
16-P0037416	595.00	ALLISON COBURN	Conference Expenses			8/25/2015
16-P0037417	2,486.00	FREEDOM COMMUNICATIONS, INC	Bldg Impr-Blueprint/Reprod/Adv	SP		8/25/2015
16-P0037418	1,569.24	BIO SURPLUS INC	Equip-All Other >\$1,000<\$5,000	SP		8/25/2015
16-P0037419	401.00	VARIDESK LLC	Equip-All Other >\$200 < \$1,000			8/25/2015
16-P0037420	5,684.64	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		8/25/2015
16-P0037421	600.00	ENTHUSIAST INC	Contracted Services			8/25/2015
16-P0037422	2,315.52	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		8/25/2015
16-P0037423	2,000.00	VOYAGER FLEET SYSTEM INC	Gasoline			8/25/2015
16-P0037424	10,000.00	GANAHL LUMBER CO	Instructional Supplies	SP		8/25/2015
16-P0037425	5,000.00	SAIDICO DIRECT INC	Instructional Supplies	SP		8/25/2015

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Legend: \* = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037426	5,000.00	HOME DEPOT	Instructional Supplies	SP		8/25/2015
16-P0037427	2,000.00	LN CURTIS & SONS	Instructional Supplies	SP		8/25/2015
16-P0037428	1,000.00	TED JOHNSON PROPANE	Instructional Supplies	SP		8/25/2015
16-P0037429	1,700.00	VOYAGER FLEET SYSTEM INC	Gasoline			8/25/2015
16-P0037430	1,500.00	STATER BROS	Instructional Supplies	SP		8/25/2015
16-P0037431	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/25/2015
16-P0037432	135.50	ENTENMANN ROVIN CO	Non-Instructional Supplies	SP		8/25/2015
16-P0037433	1,500.00	SMART & FINAL	Instructional Supplies	SP		8/25/2015
16-P0037434	261.48	BALDWIN COOKE CO	Non-Instructional Supplies	SP		8/25/2015
16-P0037435	864.92	RANCHO LOS ALAMITOS FOUNDATION	Food and Food Service Supplies	SP		8/25/2015
16-P0037436	2,054.80	NETOP	Software License and Fees	SP		8/25/2015
16-P0037437	940.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			8/25/2015
16-P0037438	3,375.00	DON BOOKSTORE	Books, Mags & Subscrip-Non-Lib	SP		8/25/2015
16-P0037439	788.45	RANCHO LOS ALAMITOS FOUNDATION	Food and Food Service Supplies	SP		8/25/2015
16-P0037440	150.00	DON BOOKSTORE	Non-Instructional Supplies	SP		8/25/2015
16-P0037441	500.00	GU LOGIC INC	Non-Instructional Supplies	SP		8/25/2015
16-P0037442	500.00	DON BOOKSTORE	Food and Food Service Supplies	SP		8/25/2015
16-P0037443	194.31	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		8/25/2015
16-P0037444	128.79	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		8/25/2015
16-P0037445	466.00	GUSTAVO CHAMORRO	Conference Expenses	SP		8/26/2015
16-P0037446	240.01	JOSHUA H. DORMAN	Conference Expenses	SP		8/26/2015
16-P0037447	458.99	COAST COMMUNITY COLLEGE DISTRICT	Food and Food Service Supplies	SP		8/26/2015
16-P0037448	7,800.00	BOARD OF GOVERNORS	Inst Dues & Memberships			8/26/2015
16-P0037449	570.43	SCAQMD	Other Licenses & Fees			8/26/2015
16-P0037450	610.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/26/2015
16-P0037451	210.00	SCHICK RECORDS MGMT	Instructional Supplies	SP		8/26/2015
16-P0037452	3,000.00	MONOPRICE INC	Non-Instructional Supplies			8/26/2015
16-P0037453	1,224.96	KAI ATHLETIC	Instructional Supplies	SP		8/26/2015
16-P0037454	336.27	ALL AMERICAN SPORTS CORP	Instructional Supplies	SP		8/26/2015
* 16-P0037455	275.00	LASCARIS RESTAURANT GROUP INC	Food and Food Service Supplies	SP		8/26/2015
16-P0037456	388.58	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/26/2015
16-P0037457	900.00	KUDER INC	Software License and Fees	SP		8/26/2015
16-P0037458	14,500.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		8/27/2015
16-P0037459	340.71	SEHI COMPUTER PRODUCTS	Repair & Replacement Parts			8/27/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037460	314.34	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/27/2015
16-P0037461	5,338.44	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip-All Other >\$1,000<\$5,000	SP		8/27/2015
16-P0037462	315.00	VOCATIONAL BIOGRAPHIES INC	Software License and Fees	SP		8/27/2015
16-P0037463	3,000.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		8/27/2015
* 16-P0037464	1,036.48	AMAZON COM	Non-Instructional Supplies	SP		8/27/2015
16-P0037465	500.00	HOME DEPOT	Instructional Supplies	SP		8/27/2015
16-P0037466	959.31	AKERS THOMAS	Non-Instructional Supplies	SP		8/27/2015
16-P0037467	281.97	VORT CORP	Non-Instructional Supplies	SP		8/27/2015
16-P0037468	4,500.00	WAVEFUNCTION INC	Software License and Fees	SP		8/27/2015
16-P0037469	200.00	SMART & FINAL	Food and Food Service Supplies	SP		8/27/2015
16-P0037470	82,661.52	NTH GENERATION COMPUTING INC	Equip-All Other > \$5,000			8/27/2015
16-P0037471	14,000.00	WESTERN POWER SYSTEMS	Contracted Repair Services			8/27/2015
16-P0037472	2,001.87	INDUSTRIAL TECHNICAL SERVICES	Contracted Repair Services			8/27/2015
16-P0037473	3,950.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		8/27/2015
16-P0037474	2,880.36	DON BOOKSTORE	Non-Instructional Supplies	SP		8/27/2015
16-P0037475	505.37	BIOLOG INC	Instructional Supplies	SP		8/27/2015
16-P0037476	10,000.00	SO CAL LAND MAINTENANCE INC	Contracted Repair Services			8/27/2015
16-P0037477	90.00	ORKIN PEST CONTROL	Contracted Repair Services			8/27/2015
16-P0037478	3,000.00	SANTIAGO HILLS CAR CARE INC	Contracted Repair Services	SP		8/27/2015
16-P0037479	461.38	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		8/27/2015
16-P0037480	8,152.42	MONTGOMERY HARDWARE CO	Contracted Repair Services			8/27/2015
16-P0037481	259.20	WINKLER JESSE	Instructional Supplies	SP		8/27/2015
16-P0037482	200.00	WELLS FARGO BANK	Books, Mags & Subscrip-Non-Lib			8/27/2015
16-P0037483	8,000.00	WESTERN POWER SYSTEMS	Contracted Repair Services			8/27/2015
16-P0037484	990.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		8/27/2015
16-P0037485	1,500.00	OCBC ORANGE CTY BUS COUNCIL	District Business/Sponsorships	SP		8/27/2015
16-P0037486	975.00	ORANGE COAST DECONTAMINATION INC	Bldg Impr - Spcl Ins/Mat Tes	SP		8/27/2015
16-P0037487	3,696.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		8/27/2015
16-P0037488	38,676.00	MCGRATH RENT CORP	Bldg Impr - Mod Lease/Purch	SP	BOND	8/27/2015
16-P0037489	335,300.00	THE HILL PARTNERSHIP INC	Bldg Impr - AE Fee	SP	BOND	8/27/2015
16-P0037490	12,750.00	PAL ID STUDIO INC	Bldg Impr - Relocation/Moving	SP	BOND	8/27/2015
16-P0037491	5,190.00	SALEM ENGINEERING GROUP INC	Site Improv - Geotech/Geohaz	SP		8/27/2015
16-P0037492	26,750.00	PAL ID STUDIO INC	Bldg Impr - Relocation/Moving	SP		8/27/2015
16-P0037493	110.00	ORANGE COUNTY FIRE AUTHORITY	Security Systems & Services			8/27/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037494	233.13	BOUDIN BAKERY INC	Food and Food Service Supplies	SP		8/27/2015
16-P0037495	140.94	BOUDIN BAKERY INC	Food and Food Service Supplies	SP		8/27/2015
16-P0037496	1,120.00	PREMIERE PREP INC	Contracted Services	SP		8/27/2015
16-P0037497	600.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/27/2015
16-P0037498	301.10	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies			8/28/2015
16-P0037499	128.94	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		8/31/2015
16-P0037500	670.00	SOCAL COMPLIANCE SVCS	Contracted Services	SP		8/31/2015
16-P0037501	3,400.00	MYERS, HOUGHTON & PARTNERS INC	Site Improv - AE Fee	SP		8/31/2015
16-P0037502	8,509.20	AQUA CLEAR WATER TREATMENT	Contracted Services			8/31/2015
16-P0037503	4,430.00	DON BOOKSTORE	Books Paid for Students	SP		8/31/2015
16-P0037504	3,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/31/2015
16-P0037505	3,400.00	AMERICAN PSYCHOLOGICAL ASSOC	Other Licenses & Fees	SP		8/31/2015
* 16-P0037506	2,804.41	VWR FUNDING INC	Instructional Supplies	SP		8/31/2015
16-P0037507	174.00	CITY OF ORANGE	Public Agencies' Assess & Fees			8/31/2015
16-P0037508	500.00	STATE OF CALIFORNIA	Other Licenses & Fees			8/31/2015
16-P0037509	636.60	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		8/31/2015
16-P0037510	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/31/2015
16-P0037511	18.90	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		8/31/2015
16-P0037512	31.42	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/31/2015
16-P0037513	289.44	OFFICE DEPOT BUSINESS SVCS	Equip-All Other >\$200 < \$1,000	SP		8/31/2015
16-P0037514	538.92	SCREENSCOPE INC	Instructional Supplies	SP		8/31/2015
16-P0037515	3,160.83	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		8/31/2015
16-P0037516	3,269.70	DON BOOKSTORE	Library Books	SP		8/31/2015
16-P0037517	1,252.80	STAPLES CONTRACT & COMMERCIAL INC	Non-Instructional Supplies			9/1/2015
16-P0037518	400.00	ASSOCIATION OF COUNSELING CENTER TR	Inst Dues & Memberships	SP		9/1/2015
16-P0037519	563.57	SWEETWATER SOUND	Instructional Supplies	SP		9/1/2015
16-P0037520	1,662.30	GOLDEN STAR TECHNOLOGY, INC.	Non-Instructional Supplies			9/1/2015
16-P0037521	160.92	WORTH DATA INC	Instructional Supplies	SP		9/1/2015
16-P0037522	324.00	AMAZON COM	Instructional Supplies	SP		9/1/2015
16-P0037523	2,680.19	MEDIWARE INFORMATION SYSTEM INC	Software Support Service	SP		9/1/2015
* 16-P0037524	37,148.40	GOLDEN STAR TECHNOLOGY, INC.	Non-Instructional Supplies			9/1/2015
16-P0037525	66,792.03	GOLDEN STAR TECHNOLOGY, INC.	Equip-All Other >\$1,000<\$5,000			9/1/2015
* 16-P0037526	5,416.11	VPLS SOLUTIONS LLC	Equip-All Other >\$200 < \$1,000			9/1/2015
16-P0037527	440.33	MICHELANGELO LEASING INC	Transportation - Student	SP		9/2/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037528	1,085.07	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		9/2/2015
16-P0037529	75.00	SANTA ROSA JUNIOR COLLEGE	Conference Expenses	SP		9/2/2015
16-P0037530	1,123.98	HYATT EQUITIES, LLC	Conference Expenses	SP		9/2/2015
16-P0037531	900.00	COUNCIL FOR OPPORTUNITY IN EDUCATION	Conference Expenses	SP		9/2/2015
16-P0037532	335.00	ACBO ASSOC OF CHIEF	Conference Expenses			9/2/2015
16-P0037533	173.90	BUTTERICK CO	Instructional Supplies	SP		9/2/2015
16-P0037534	100.00	PACIFIC ARTGLASS	Instructional Supplies	SP		9/2/2015
16-P0037535	100.00	JOHNSON BROS F.C. INC	Instructional Supplies	SP		9/2/2015
16-P0037536	400.00	RIO GRANDE JEWELRY & GEMS	Instructional Supplies	SP		9/2/2015
16-P0037537	3,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/2/2015
16-P0037538	14,500.00	MICHELANGELO LEASING INC	Transportation - Student			9/2/2015
* 16-P0037539	1,400.00	DONALD W BERNAL	Contracted Repair Services			9/2/2015
16-P0037540	6,300.00	THE HARTFORD LIFE & ANNUITY	Self Insurance Claims			9/2/2015
16-P0037541	11,025.00	VIATRON SYSTEMS INC	Contracted Services	SP		9/2/2015
16-P0037542	611.81	WEATHERITE CORP	Buildings - Relocation/Moving	SP		9/2/2015
16-P0037543	275.00	DONALD W BERNAL	Contracted Repair Services			9/2/2015
16-P0037544	10,700.00	CINTAS CORP	Laundry & Dry Cleaning Service			9/2/2015
16-P0037545	12,879.00	SAMY'S CAMERA	Equip-All Other >\$200 < \$1,000	SP		9/2/2015
16-P0037546	36.68	BEEGA'S BOYS	Non-Instructional Supplies			9/3/2015
16-P0037547	2,000.00	DON BOOKSTORE	Stipends Paid to Students	SP		9/3/2015
16-P0037548	680.40	SOCIAL STUDIES SCHOOL SVC	Instructional Supplies	SP		9/3/2015
16-P0037549	132.30	DON BOOKSTORE	Instructional Supplies	SP		9/3/2015
16-P0037550	621.41	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/3/2015
16-P0037552	4,665.60	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		9/3/2015
16-P0037553	338.25	HOFFMAN SOUTHWEST CORP	Contracted Repair Services			9/3/2015
16-P0037554	1,639.44	BARNES & NOBLE INC.	Books, Mags & Subscrip-Non-Lib	SP		9/3/2015
16-P0037555	6,800.00	WEATHERITE CORP	Contracted Services			9/3/2015
16-P0037556	11,600.00	OPTIV SECURITY INC	Contracted Services			9/3/2015
16-P0037557	160.51	ALL AMERICAN SPORTS CORP	Instructional Supplies	SP		9/3/2015
16-P0037558	1,350.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		9/3/2015
16-P0037559	900.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		9/3/2015
16-P0037560	10,000.00	WEATHERITE CORP	Buildings - Relocation/Moving	SP		9/3/2015
16-P0037561	4,076.04	D4 SOLUTIONS INC.	Contracted Services			9/3/2015
16-P0037562	2,500.00	ACTION DOOR CONTROLS INC	Contracted Repair Services			9/3/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037563	680.00	CCFC COMMUNITY COLLEGE FACILITY COALITION	Conference Expenses			9/8/2015
16-P0037564	120.00	EDUCAUSE	Software License and Fees			9/8/2015
16-P0037565	335.00	ACBO ASSOC OF CHIEF	Conference Expenses			9/8/2015
16-P0037566	637.89	HANDLERY HOTEL SAN DIEGO	Conference Expenses	SP		9/8/2015
16-P0037568	637.89	HANDLERY HOTEL SAN DIEGO	Conference Expenses	SP		9/8/2015
16-P0037569	900.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		9/8/2015
16-P0037570	335.00	ACBO ASSOC OF CHIEF	Conference Expenses			9/8/2015
16-P0037571	906.50	SHAREPOINT EXPERTS, INC.	Conference Expenses			9/8/2015
16-P0037572	25,055.08	OPTIV SECURITY INC	Equip-All Other > \$5,000			9/8/2015
16-P0037573	250.00	STATE OF CALIFORNIA	Other Licenses & Fees			9/8/2015
16-P0037574	3,680.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/8/2015
16-P0037575	1,900.26	VPLS SOLUTIONS LLC	Software Support Service-Fixed	SP		9/8/2015
16-P0037576	29.94	JUAN MEDINA	Instructional Supplies	SP		9/8/2015
* 16-P0037577	7,536.90	VPLS SOLUTIONS LLC	Equip-All Other >\$200 < \$1,000	SP		9/8/2015
16-P0037578	200.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		9/9/2015
16-P0037579	800.00	NOVAL COLORS	Instructional Supplies	SP		9/9/2015
16-P0037580	100.00	AIRGAS INC	Instructional Supplies	SP		9/9/2015
16-P0037581	4,590.10	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		9/9/2015
16-P0037582	119.60	DON BOOKSTORE	Fees Paid for Students	SP		9/9/2015
16-P0037583	172.78	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/9/2015
16-P0037584	679.21	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			9/9/2015
16-P0037585	129.00	WELLS FARGO BANK	Food and Food Service Supplies	SP		9/9/2015
16-P0037586	1,000.00	DON BOOKSTORE	Supplies Paid for Students	SP		9/9/2015
16-P0037587	380.44	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		9/9/2015
16-P0037588	201.65	DAVID J. MCDONALD	Food and Food Service Supplies	SP		9/9/2015
16-P0037589	500.00	THE DICKLER CORPORATION	Instructional Supplies	SP		9/9/2015
16-P0037590	943.52	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		9/9/2015
16-P0037591	350.68	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		9/9/2015
16-P0037592	459.59	AMERICAN RED CROSS	Non-Instructional Supplies	SP		9/9/2015
16-P0037593	427.68	ACCURATE THERAPUTIC SUPPLY INC	Non-Instructional Supplies	SP		9/9/2015
16-P0037594	2,000.00	AAF AMERICAN AIR FILTERS	Non-Instructional Supplies			9/9/2015
16-P0037595	1,000.00	AAA ELECTRIC MOTOR SALES	Repair & Replacement Parts			9/9/2015
16-P0037596	1,500.00	HILLS BROS LOCK & SAFE	Repair & Replacement Parts			9/9/2015
16-P0037597	49.69	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			9/9/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0037598	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/9/2015
16-P0037599	63.72	SYRUS OLAMAI	Non-Instructional Supplies	SP		9/9/2015
16-P0037600	153.00	ALBERTSON'S	Food and Food Service Supplies	SP		9/10/2015
16-P0037601	400.00	BERNAN ASSOC	Library Books	SP		9/10/2015
16-P0037602	197.60	LOS ANGELES TIMES	Library Books - Periodicals			9/10/2015
16-P0037603	6,250.00	ASSOC FOR THE TITLE IX ADMINISTRATORS	Inst Dues & Memberships			9/10/2015
16-P0037604	137.50	NAT'L COUNCIL FOR WORKFORCE EDUCATION	Inst Dues & Memberships	SP		9/10/2015
16-P0037605	686.84	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/10/2015
16-P0037606	1,370.16	SMART & FINAL	Food and Food Service Supplies	SP		9/10/2015
16-P0037607	500.00	SOUTHERN CALIFORNIA IRON SUPPLY INC	Instructional Supplies	SP		9/10/2015
16-P0037608	70.00	METROPRO TOWING INC	Contracted Repair Services	SP		9/10/2015
16-P0037609	6,930.16	ACADEMIC SENATE FOR	Inst Dues & Memberships			9/10/2015
16-P0037610	388.79	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/10/2015
16-P0037611	8,475.00	EMPIRE PARKING LOT SERVICES	Contracted Services	SP		9/10/2015
16-P0037612	470.00	FACULTY ASSOC OF CALIF COMMUNITY COLLEGES	Conference Expenses	SP		9/10/2015
16-P0037613	517.00	JANNETH P. LINNELL	Conference Expenses	SP		9/10/2015
16-P0037614	125.00	LUMEN LEARNING LLC	Instructional Material Fees	SP		9/10/2015
16-P0037615	123.64	MICROTECH SCIENTIFIC	Instructional Supplies	SP		9/10/2015
16-P0037616	37,500.00	AON CONSULTING INC	Contracted Services			9/10/2015
16-P0037617	200.00	RSCCD	Mileage/Parking Expenses	SP		9/10/2015
16-P0037618	500.00	LOWE'S HOME IMPROVEMENT	Instructional Supplies	SP		9/11/2015
16-P0037619	1,188.86	CALIFORNIA BARRICADE RENTALS INC	Non-Instructional Supplies	SP		9/11/2015
16-P0037620	291.09	WELLS FARGO BANK	Instructional Supplies	SP		9/11/2015
16-P0037621	800.00	NOTEABLE HOLDINGS INC	Instructional Supplies	SP		9/11/2015
16-P0037622	2,468.18	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		9/11/2015
16-P0037623	946.40	JOSHUA H. DORMAN	Conference Expenses	SP		9/11/2015
16-P0037624	1,925.70	AMSTARDAVIDSON ROBLES, LLC	Conference Expenses	SP		9/11/2015
16-P0037625	64.80	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/11/2015
16-P0037626	329.29	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/11/2015
16-P0037627	216.00	WESTERN POWER SYSTEMS	Contracted Repair Services			9/11/2015
* 16-P0169018	2,068.03	XEROX CORP	Excess/Copies Usage	SP		8/5/2015
16-P0169022	12,100.00	GOVERNET	Software Support Service-Fixed			8/4/2015
16-P0169025	12,100.00	GOVERNET	Software Support Service-Fixed			8/4/2015
* 16-P0169068	5,255.46	XEROX CORP	Excess/Copies Usage			7/27/2015

4.21 (20)

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0169072	384.00	XEROX CORP	Maint Contract - Office Equip	SP		7/29/2015
16-P0169073	270.00	XEROX CORP	Excess/Copies Usage	SP		7/29/2015
16-P0169129	4,168.00	BOWEN TECHNOVATION	Maint Contract - Other Equip			7/27/2015
16-P0169140	300.00	BOYD & ASSOCIATES	Buildings - Relocation/Moving	SP		7/27/2015
16-P0169141	401.50	NESTLE WATERS NORTH AMERICA	Buildings - Relocation/Moving	SP		7/27/2015
16-P0169142	600.00	CHEM PRO LABORATORY INC	Maint/Oper Service Agreements			7/27/2015
* 16-P0169145	2,497.65	XEROX CORP	Excess/Copies Usage			7/27/2015
16-P0169146	55,242.06	CCLC COMMUNITY COLLEGE LEAGUE	Software Support Service-Fixed			7/27/2015
16-P0169147	7,331.70	EVOQUA WATER TECH LLC	Rental-Equipment (Short-term)			8/10/2015
16-P0169148	2,477.24	EVOQUA WATER TECH LLC	Rental-Equipment (Short-term)			7/27/2015
16-P0169149	79,920.00	ST PETER EVANGELICAL	Lease Agreement - Facility	SP		7/27/2015
16-P0169150	74,000.00	TOWNSEND PUBLIC AFFAIRS INC	Contracted Services			7/27/2015
16-P0169151	7,500.00	ALVARADOSMITH	Legal Expenses			7/27/2015
* 16-P0169152	914.89	XEROX CORP	Excess/Copies Usage			7/28/2015
* 16-P0169153	5,109.00	SCANTRON CORP	Maint Contract - Office Equip	SP		7/29/2015
16-P0169154	937.00	SCANTRON CORP	Maint Contract - Other Equip			7/29/2015
* 16-P0169155	523.92	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169156	884.64	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169157	437.64	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169158	574.56	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169159	1,809.69	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169160	2,090.74	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169161	4,330.07	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169162	3,915.39	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169163	1,954.76	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169164	26,643.30	XEROX CORP	Excess/Copies Usage			7/29/2015
* 16-P0169165	7,716.77	XEROX CORP	Maint Contract - Other Equip	SP		7/29/2015
16-P0169166	801.00	SCANTRON CORP	Software License and Fees	SP		8/4/2015
16-P0169167	300.00	BOYD & ASSOCIATES	Security Systems & Services			7/30/2015
16-P0169168	3,720.00	VIEJO SWEEPING SERVICES	Maint/Oper Service Agreements	SP		7/30/2015
16-P0169169	8,800.00	NBC UNIVERSAL MEDIA LLC	Software Support Service-Fixed			8/3/2015
16-P0169170	1,640.00	GARCIA ALBERTO	Maint/Oper Service Agreements			8/3/2015
16-P0169171	14,460.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			8/3/2015
16-P0169172	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			8/3/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0169173	503.75	TAB ANSWER NETWORK	Contracted Services			8/3/2015
16-P0169174	20,000.00	TOWNSEND PUBLIC AFFAIRS INC	Contracted Services			8/4/2015
16-P0169175	13,780.00	VIEJO SWEEPING SERVICES	Maint/Oper Service Agreements	SP		7/30/2015
16-P0169176	13,000.00	ROSEMET ENVIRONMENTAL SVCS	Hazardous Materials Removal			8/4/2015
16-P0169177	14,160.00	TEAM ONE MANAGEMENT	Contracted Custodial Services	SP		8/4/2015
16-P0169178	11,759.04	STATE CHEMICAL MFG CO	Maint/Oper Service Agreements			8/4/2015
16-P0169180	26,240.23	OCLC ONLINE COMPUTER LIBRARY	Software Support Service	SP		8/5/2015
16-P0169181	15,300.00	CASE SYSTEMS INC	Communications Maintenance			8/5/2015
16-P0169183	81,000.00	ADLERHORST INT'L INC	Instructional Agrmt - Salary			8/6/2015
16-P0169184	27,000.00	CAPE ASSOCIATON	Instructional Agrmt - Salary			8/6/2015
16-P0169185	27,000.00	CALIF NARCOTICS CANINE ASSOC	Instructional Agrmt - Salary			8/6/2015
16-P0169186	27,000.00	CITY OF COSTA MESA	Instructional Agrmt - Salary			8/6/2015
16-P0169187	3,000.00	CITY OF FULLERTON	Instructional Agrmt - Salary			8/6/2015
16-P0169188	157,410.00	CITY OF LONG BEACH	Instructional Agrmt - Salary			8/6/2015
16-P0169189	54,000.00	CITY OF SANTA ANA	Instructional Agrmt - Salary			8/6/2015
16-P0169190	25,000.00	COUNTY OF ORANGE	Instructional Agrmt - Salary			8/6/2015
16-P0169191	2,000.00	OC HUMAN RELATIONS	Instructional Agrmt - Salary			8/6/2015
16-P0169192	40,000.00	ORANGE COUNTY LAW ENFORCEMENT	Instructional Agrmt - Salary			8/6/2015
16-P0169193	20,000.00	CITY OF TUSTIN	Instructional Agrmt - Salary			8/6/2015
16-P0169194	121,500.00	SERRATO AND ASSOCIATES	Instructional Agrmt - Salary			8/6/2015
16-P0169195	70,000.00	AGIAC ASIAN GANG INVESTIGATION	Instructional Agrmt - Salary			8/6/2015
16-P0169196	53,245.20	ADP LLC	Software License and Fees			8/6/2015
* 16-P0169197	48,205.78	XEROX CORP	Excess/Copies Useage	SP		8/10/2015
* 16-P0169198	143,160.18	XEROX CORP	Excess/Copies Useage	SP		8/10/2015
16-P0169199	30,000.00	COUNTY OF ORANGE	Instructional Agrmt - Salary			8/10/2015
* 16-P0169200	374,325.00	SER JOBS FOR PROGRESS	Instructional Agrmt - Facility	SP		8/10/2015
* 16-P0169201	69,440.00	SER JOBS FOR PROGRESS	Instructional Agreements	SP		8/10/2015
16-P0169202	913,462.00	WESTED	Contracted Services	SP		8/11/2015
16-P0169203	50,000.00	QUICK CAPTION	Contracted Services	SP		8/13/2015
16-P0169204	12,648.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			8/13/2015
16-P0169205	3,720.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			8/13/2015
16-P0169206	635.04	XEROX CORP	Excess/Copies Useage	SP		8/19/2015
* 16-P0169207	498.96	XEROX CORP	Excess/Copies Useage			8/19/2015
16-P0169208	1,036.80	XEROX CORP	Lease Agreement - Equipment			8/19/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 16-P0169209	8,946.55	XEROX CORP	Excess/Copies Useage			8/19/2015
16-P0169210	1,404.00	XEROX CORP	Excess/Copies Useage			8/19/2015
* 16-P0169211	1,737.36	XEROX CORP	Excess/Copies Useage			8/19/2015
* 16-P0169212	4,193.16	XEROX CORP	Excess/Copies Useage	SP		8/19/2015
* 16-P0169213	25,981.95	XEROX CORP	Excess/Copies Useage			8/19/2015
16-P0169214	30,000.00	GROWTH SECTOR COMPANY	Contracted Services	SP		8/19/2015
16-P0169215	314,180.73	CERRITOS COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		8/19/2015
16-P0169216	184,218.26	CITRUS COMM COLLEGE DISTRICT	Contracted Services	SP		8/19/2015
16-P0169217	159,765.35	LOS ANGELES COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		8/19/2015
16-P0169218	1,500.00	NORTH NET FIRE TRAINING CTR	Lease Agreement - Facility			8/19/2015
* 16-P0169219	515.96	XEROX CORP	Excess/Copies Useage			8/19/2015
* 16-P0169220	2,091.53	XEROX CORP	Excess/Copies Useage			8/19/2015
* 16-P0169221	3,840.35	XEROX CORP	Excess/Copies Useage			8/19/2015
16-P0169222	6,750.00	JOHNSON CONTROLS	Maint/Oper Service Agreements			8/19/2015
16-P0169223	360.00	BOYD & ASSOCIATES	Security Systems & Services	SP		8/19/2015
16-P0169224	1,953.00	ORKIN PEST CONTROL	Contracted Services			8/19/2015
* 16-P0169225	392.16	XEROX CORP	Excess/Copies Useage	SP		8/20/2015
* 16-P0169226	38,500.00	LIEBERT CASSIDY WHITMORE	Legal Expenses			8/20/2015
* 16-P0169227	1,157.76	XEROX CORP	Excess/Copies Useage			8/20/2015
* 16-P0169228	3,237.28	XEROX CORP	Excess/Copies Useage			8/20/2015
16-P0169229	540.00	PYRO-COMM SYSTEMS INC	Security Systems & Services			8/24/2015
* 16-P0169230	3,540.29	XEROX CORP	Excess/Copies Useage			8/24/2015
16-P0169231	324.00	XEROX CORP	Excess/Copies Useage	SP		8/31/2015
* 16-P0169232	6,016.94	XEROX CORP	Excess/Copies Useage			8/31/2015
* 16-P0169233	424.61	XEROX CORP	Excess/Copies Useage			8/31/2015
* 16-P0169234	2,091.53	XEROX CORP	Excess/Copies Useage			8/31/2015
16-P0169235	1,883.33	DLT SOLUTIONS	Software Support Service-Fixed			8/31/2015
* 16-P0169236	36,000.00	COAST COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		8/31/2015
16-P0169237	29,231.00	SANTA ANA BEAUTY ACADEMY	Instructional Agrmt - Salary	SP		8/31/2015
16-P0169238	334,212.11	LOS ANGELES COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		8/31/2015
16-P0169239	36,349.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			8/31/2015
16-P0169240	75,124.50	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			8/31/2015
16-P0169241	680.00	PYRO-COMM SYSTEMS INC	Maint Contract - Other Equip			9/2/2015
16-P0169242	1,186.62	ELESCO	Contracted Services			9/2/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-P0169243	11,500.00	BLACKBOARD INC	Contracted Services			9/10/2015
16-P0169244	16,300.00	AD ASTRA INFORMATION SYSTEM LLC	Software Support Service-Fixed			9/10/2015
* 16-P0169245	2,618.05	XEROX CORP	Excess/Copies Useage	SP		9/11/2015
16-P0169247	730.00	PYRO-COMM SYSTEMS INC	Maint Contract - Other Equip			9/2/2015
16-P0169279	20,318.00	RSMART	Software Support Service-Fixed			8/5/2015
		<b>Grand Total:</b>	<b>\$9,845,830.82</b>			

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 26, 2015 THROUGH SEPTEMBER 12, 2015  
BOARD MEETING OF SEPTEMBER 28, 2015**

P.O. #	Amount	Description	Department	Comment
16-P0036948	\$30,088.80	HP 800G1SFF computers, monitors, speakers & extended warranties	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009
16-P0036971	\$33,838.00	Annual membership dues for 2015-2016 fiscal year	DO-Chancellor's Office	
16-P0037011	\$2,174,672.00	Workers' Compensation Premium for 2015-2016 fiscal year	DO-Risk Management	Board approved: September 11, 2016
16-P0037035	\$706,610.00	ASCIP Property & Liability & SELF Liability coverage premium for 2015-2016 fiscal year	DO-Risk Management	Board approved: September 11, 2016
16-P0037062	\$27,614.04	Dell PowerEdge Blade servers and related components	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
16-P0037103	\$26,244.00	Tripp Lite power supply towers and monitors	DO-ITS	Received Quotations: 1) * CDW Government, Inc. 2) SHI International Corp. * Successful Bidder
16-P0037191	\$39,900.00	Consultant services for Phase II of OCDE Payroll Interface project and additional development project	DO-ITS	Board approved: July 20, 2015
16-P0037201	\$22,000.00	Consultant services to provide Audit Redevelopment Pass-Through for 2014-2015	DO-Business Operations/Fiscal Services	Board approved: July 22, 2013

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 26, 2015 THROUGH SEPTEMBER 12, 2015  
BOARD MEETING OF SEPTEMBER 28, 2015**

P.O. #	Amount	Description	Department	Comment
16-P0037202	\$36,224.00	Annual dues for the Accrediting Commission for Community and Junior Colleges for 2015-2016	SAC-Academic Affairs	
16-P0037209	\$60,328.28	HP EliteOne computers & extended warranties	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009
16-P0037210	\$28,665.36	Custodial supplies	SAC-Custodial Department	Received Quotations: 1) * Glasby Maintenance Supply Co. 2) Advantage West GPS * Successful Bidder
16-P0037215	\$15,310.00	Consulting services related to Local Redevelopment Agency Projects, Phase III research	DO-Business Operations/Fiscal Services	Board approved: January 17, 2012
16-P0037245	\$15,353.64	Dell computers and related components	SCC-Counseling	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
16-P0037249	\$189,012.00	Elucian Portal and Elucian Intelligent Learning Platform for Colleague	SAC-Student Services	Board approved: October 14, 2013 as a Sole Source
16-P0037289	\$65,000.00	Fall book vouchers for EOPS students	SCC-EOPS	
16-P0037321	\$23,172.00	Fall book vouchers for EOPS students	SCC-EOPS	

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 26, 2015 THROUGH SEPTEMBER 12, 2015  
BOARD MEETING OF SEPTEMBER 28, 2015**

P.O. #	Amount	Description	Department	Comment
16-P0037381	\$21,720.00	Tree trimming services including stump grinding and removal	SAC-Grounds	Received Quotations: 1) * Leonard Chaidez Tree Service 2) Tropical Plaza Nursery, Inc. 3) Great Scott Tree Service * Successful Bidder
16-P0037401	\$56,268.24	Brocade transceivers, network switches & connectors	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #7-14-70-01 Board approved: February 23, 2015
16-P0037470	\$82,661.52	HP ProLiant servers, processors, related kits and components	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009
16-P0037488	\$38,676.00	Rental of twelve (12) relocatable standard single story DSA classrooms for Santa Ana College	DO-Facility Planning	Rental from the Kern High School District Piggyback Bid #2423 Board approved: July 22, 2013
16-P0037489	\$335,300.00	Consultant services to provide design services for the Temporary Village Phase II project at Santa Ana College	DO-Facility Planning	Board approved: August 17, 2015
16-P0037492	\$26,750.00	Contracted services to provide move coordination for the relocation of the Johnson Student Center to Temporary Village & Building J relocation at Santa Ana College	DO-Facility Planning	Board approved: August 17, 2015
16-P0037524	\$37,148.40	HP 800G1SFF computers, monitors, speakers & extended warranties	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 26, 2015 THROUGH SEPTEMBER 12, 2015  
BOARD MEETING OF SEPTEMBER 28, 2015**

P.O. #	Amount	Description	Department	Comment
16-P0037525	\$66,792.03	HP EliteOne computers & extended warranties	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009
16-P0037572	\$25,055.08	Aruba dual-media ports controllers	DO-ITS	Received Quotations: 1) * Optiv Security, Inc. 2) VPLS Solutions, LLC * Successful Bidder
16-P0037616	\$37,500.00	Professional services for the on-going Retiree Drug Subsidy (RDS) Administration reconciliation process of 2013-2014 & 2014-2015 plan year	DO-Risk Management	Board approved: July 20, 2015
16-P0169146	\$55,242.06	Annual software subscription to Turnitin	DO-ITS	Turnitin is a plagiarism preventative software that is used by faculty to verify authenticity of student's work. This software integrates with the district's Blackboard Learning Management software and is licensed by the Community College League of California at a reduced rate.
16-P0169149	\$79,920.00	Facility lease located at 1511 North Parton, Santa Ana, CA used by Child Development Center	DO-Child Development Services	Board approved: July 20, 2015
16-P0169150	\$74,000.00	Consultant services to assist the District in the areas of government and community relations and various projects for 2015-2016	DO-Chancellor's Office	Board approved: June 15, 2015
16-P0169164	\$26,643.30	Final year of a 5-year lease of Xerox copier model 4112CP	SAC-Quick Copy	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 26, 2015 THROUGH SEPTEMBER 12, 2015  
BOARD MEETING OF SEPTEMBER 28, 2015**

P.O. #	Amount	Description	Department	Comment
16-P0169174	\$20,000.00	Consultant services to assist the District with public affairs, public information, communications, marketing and community relations	DO-Chancellor's Office	Board approved: July 20, 2015
16-P0169180	\$26,240.23	Annual software subscription to Worldshare Management Service including unlimited cataloging and electronic resources	SAC-Library	Board approved: June 15, 2015
16-P0169181	\$15,300.00	Annual maintenance plan for thirty-four (34) emergency call boxes district-wide	DO-Safety & Security	Board approved: June 15, 2015
16-P0169183	\$81,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 23, 2012
16-P0169184	\$27,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: September 23, 2013
16-P0169185	\$27,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: September 22, 2014
16-P0169186	\$27,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: May 20, 2013
16-P0169188	\$157,410.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: May 6, 2013
16-P0169189	\$54,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: June 18, 2012
16-P0169190	\$25,000.00	Instructional agreement for coroner death investigation training	CJTC	Board approved: June 18, 2012

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 26, 2015 THROUGH SEPTEMBER 12, 2015  
BOARD MEETING OF SEPTEMBER 28, 2015**

P.O. #	Amount	Description	Department	Comment
16-P0169192	\$40,000.00	Instructional agreement for law enforcement explorer advisors association training classes	CJTC	Board approved: May 10, 2011
16-P0169193	\$20,000.00	Instructional agreement for advanced peace officer training	CJTC	Board approved: May 20, 2013
16-P0169194	\$121,500.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: February 2, 2015
16-P0169195	\$70,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: May 26, 2015
16-P0169196	\$53,245.20	Annual license renewal for HR/Benefits database system	DO-Risk Management	Board approved: July 20, 2015
16-P0169197	\$48,205.78	Fourth year of a 5-year lease of Xerox printer model 700I	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
16-P0169198	\$143,160.18	Fourth year of a 5-year lease of Xerox copier model 6155PMC	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
16-P0169199	\$30,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: August 18, 2014
16-P0169200	\$374,325.00	Instructional agreement for basic skills training	SAC-School of Continuing Education	Board approved: June 15, 2015
16-P0169201	\$69,440.00	Instructional agreement for vocational skills training	SAC-School of Continuing Education	Board approved: June 15, 2015

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 26, 2015 THROUGH SEPTEMBER 12, 2015  
BOARD MEETING OF SEPTEMBER 28, 2015**

P.O. #	Amount	Description	Department	Comment
16-P0169202	\$913,462.00	Sub-award with WestEd for the implementation of Technical Assistance Providers (TAP) for Career Pathways Design Program	DO-Educational Services	Board approved: July 20, 2015
16-P0169203	\$50,000.00	Real time captioning services for the students in the Deaf and Hard of Hearing Program	SAC-DSPS	Board approved: June 17, 2013
16-P0169213	\$25,981.95	Final year of a 5-year lease of Xerox copier model 4112CP	CEC-Duplication Center	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010
16-P0169214	\$30,000.00	Sub-award with Growth Sector Company for the implementation of the Orange County Bridge to Engineering Program	SAC-Engineering Department	Board approved: June 15, 2015
16-P0169215	\$314,180.73	Sub-award with Cerritos CCD-Cerritos College for the implementation of Career Technical Education Enhancement Fund Program	DO-Educational Services	Board approved: May 11, 2015
16-P0169216	\$184,218.26	Sub-award with Citrus CCD-Citrus College for the implementation of Career Technical Education Enhancement Fund Program	DO-Educational Services	Board approved: May 11, 2015
16-P0169217	\$159,765.35	Sub-award with Los Angeles CCD-Los Angeles Valley College for the implementation of Career Technical Education Enhancement Fund Program	DO-Educational Services	Board approved: May 11, 2015



**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 26, 2015 THROUGH SEPTEMBER 12, 2015  
BOARD MEETING OF SEPTEMBER 28, 2015**

P.O. #	Amount	Description	Department	Comment
16-P0169226	\$38,500.00	Annual membership with the Southern California Community College District, Employment Relations Consortium (ERC) including additional management training and legal services	DO-Human Resources	Board approved: August 17, 2015
16-P0169236	\$36,000.00	Sub-award with Coast CCD-Golden West College for the implementation of Sector Navigator-ICT/Digital Media Program	DO-Educational Services	Board approved: June 15, 2015
16-P0169237	\$29,231.00	Instructional agreement related to Vocational Cosmetology Education	SCC-Apprenticeship	Board approved: July 20, 2015
16-P0169238	\$334,212.11	Sub-award with Los Angeles CCD-East Los Angeles College for the implementation of Career Technical Education Enhancement Fund Program	DO-Educational Services	Board approved: May 11, 2015
16-P0169239	\$36,349.00	Microsoft Campus agreement licensing for Santiago Canyon College (year 2 of 3)	DO-ITS	Board approved: September 22, 2014
16-P0169240	\$75,124.50	Microsoft Campus agreement licensing for Santa Ana College (year 2 of 3)	DO-ITS	Board approved: September 22, 2014
16-P0169244	\$16,300.00	Annual maintenance and support fee for Astra Schedule software	DO-ITS	
16-P0169279	\$20,318.00	Annual renewal for OneCampus Solution - Standard SaaS subscription and support for Santa Ana College and Santiago Canyon College	DO-ITS	Board approved: September 22, 2014

P.O. #	Amount	Vendor Name	Classification	Date
GM-CAF000062	\$310.49	BROWN BAG SANDWICH CO	General Merchandise	8/4/2015
GM-CAF000065	\$1,104.50	STARBUCKS	General Merchandise	8/18/2015
GM-CAF000066	\$2,541.82	BROWN BAG SANDWICH CO	General Merchandise	9/2/2015
GM-CAF000067	\$2,161.30	BROWN BAG SANDWICH CO	General Merchandise	9/2/2015
GM-CAF000068	\$587.64	BROWN BAG SANDWICH CO	General Merchandise	9/2/2015
GM-CAF000069	\$2,182.70	BROWN BAG SANDWICH CO	General Merchandise	9/9/2015
GM-DON002110	\$366.98	BROWN BAG SANDWICH CO	General Merchandise	8/3/2015
GM-DON002111	\$288.40	BROWN BAG SANDWICH CO	General Merchandise	8/4/2015
GM-DON002112	\$354.00	FHM FIREHOUSE MEDICAL INC.	General Merchandise	8/4/2015
GM-DON002113	\$1,650.15	RYAN DISTRUBUTORS	General Merchandise	8/3/2015
GM-DON002114	\$309.40	PEPSI COLA CO	General Merchandise	8/4/2015
GM-DON002116	\$2,212.92	EL DORADO TRADING GROUP	General Merchandise	8/5/2015
GM-DON002117	\$5,997.21	D&H DISTRIBUTING	General Merchandise	8/5/2015
GM-DON002118	\$1,726.88	AIA ADVENTURES IN ADVERTISING	General Merchandise	8/6/2015
GM-DON002124	\$78.12	PENS ETC.	General Merchandise	8/11/2015
GM-DON002125	\$240.80	BROWN BAG SANDWICH CO	General Merchandise	8/11/2015
GM-DON002127	\$2,397.00	EL DORADO TRADING GROUP	General Merchandise	8/13/2015
GM-DON002128	\$552.00	CHEN INTERNATIONAL INC	General Merchandise	8/14/2015
GM-DON002129	\$500.00	SCANTRON CORP	General Merchandise	8/17/2015
GM-DON002130	\$2,341.00	APPERSON EDUCATION PROD.	General Merchandise	8/18/2015
GM-DON002135	\$375.00	NACSCORP	General Merchandise	8/20/2015
GM-DON002140	\$291.99	TERA GRAND	General Merchandise	8/27/2015
GM-DON002145	\$1,727.46	D&H DISTRIBUTING	General Merchandise	8/31/2015
GM-DON002147	\$243.40	BROWN BAG SANDWICH CO	General Merchandise	9/1/2015
GM-DON002153	\$191.52	BROWN BAG SANDWICH CO	General Merchandise	9/9/2015
GM-DON002154	\$667.04	BROWN BAG SANDWICH CO	General Merchandise	9/9/2015
GM-DONCS0001	\$2,161.20	SAMSILL	General Merchandise	8/18/2015
GM-EXPR000950	\$1,188.60	BROWN BAG SANDWICH CO	General Merchandise	9/2/2015
GM-EXPR000951	\$262.15	BROWN BAG SANDWICH CO	General Merchandise	9/9/2015
GM-EXPR000952	\$650.36	BROWN BAG SANDWICH CO	General Merchandise	9/9/2015
GM-HAWK001675	\$463.20	PENS ETC.	General Merchandise	8/6/2015
GM-HAWK001676	\$426.60	LEGACY ATHLETIC	General Merchandise	8/6/2015
GM-HAWK001677	\$276.54	BROWN BAG SANDWICH CO	General Merchandise	8/12/2015
GM-HAWK001678	\$1,289.25	PEPSI COLA CO	General Merchandise	8/12/2015
GM-HAWK001679	\$984.48	PEPSI COLA CO	General Merchandise	8/20/2015
GM-HAWK001680	\$298.35	GIA GEM INSTRUMENTS	General Merchandise	8/26/2015
GM-HAWK001681	\$53.25	A&A JEWELRY & SUPPLIES	General Merchandise	8/26/2015

P.O. #	Amount	Vendor Name	Classification	Date
GM-HAWK001682	\$1,043.90	BROWN BAG SANDWICH CO	General Merchandise	8/27/2015
GM-HAWK001683	\$225.29	BROWN BAG SANDWICH CO	General Merchandise	8/27/2015
GM-HAWK001684	\$928.47	RYAN DISTRUBUTORS	General Merchandise	8/27/2015
GM-HAWK001685	\$5,580.00	SCANTRON CORP	General Merchandise	8/31/2015
GM-HAWK001686	\$979.80	EL DORADO TRADING GROUP	General Merchandise	8/31/2015
GM-HAWK001687	\$1,590.00	SCANTRON CORP	General Merchandise	8/31/2015
GM-HAWK001688	\$170.40	LENNY & LARRY'S,INC	General Merchandise	9/1/2015
GM-HAWK001689	\$245.58	BARRY'S DISTRIBUTING	General Merchandise	9/1/2015
GM-HAWK001690	\$2,221.52	PENS ETC.	General Merchandise	9/1/2015
GM-HAWK001691	\$803.02	RYAN DISTRUBUTORS	General Merchandise	9/1/2015
GM-HAWK001692	\$603.19	BROWN BAG SANDWICH CO	General Merchandise	9/1/2015
GM-HAWK001693	\$69.00	A&A JEWELRY & SUPPLIES	General Merchandise	9/2/2015
GM-HAWK001694	\$609.85	BROWN BAG SANDWICH CO	General Merchandise	9/2/2015
GM-HAWK001695	\$1,420.71	PEPSI COLA CO	General Merchandise	9/2/2015
GM-HAWK001696	\$346.50	MELODEE ICE CREAM	General Merchandise	9/3/2015
GM-HAWK001697	\$752.23	RYAN DISTRUBUTORS	General Merchandise	9/8/2015
GM-HAWK001698	\$631.99	BROWN BAG SANDWICH CO	General Merchandise	9/8/2015
GM-HAWK001699	\$1,258.80	EL DORADO TRADING GROUP	General Merchandise	9/9/2015
TX-CEC000301	\$945.50	CENGAGE LEARNING	Textbook	8/17/2015
TX-CEC000302	\$6,804.05	OXFORD UNIVERSITY PRESS,	Textbook	8/17/2015
TX-CEC000303	\$3,075.00	CAMBRIDGE UNIVERSITY PRES	Textbook	8/17/2015
TX-CEC000304	\$3,735.00	CENGAGE LEARNING	Textbook	8/17/2015
TX-CEC000305	\$19,837.80	PEARSON EDUCATION	Textbook	8/17/2015
TX-CEC000306	\$11,600.00	CENGAGE LEARNING	Textbook	8/18/2015
TX-CEC000307	\$1,260.00	CAMBRIDGE UNIVERSITY PRES	Textbook	8/19/2015
TX-CEC000308	\$2,000.00	CENGAGE LEARNING	Textbook	8/26/2015
TX-CEC000309	\$1,050.00	CAMBRIDGE UNIVERSITY PRES	Textbook	8/26/2015
TX-CEC000310	\$1,097.50	OXFORD UNIVERSITY PRESS,	Textbook	8/26/2015
TX-CEC000311	\$3,192.35	PEARSON EDUCATION	Textbook	8/26/2015
TX-CEC000312	\$1,000.00	CENGAGE LEARNING	Textbook	8/27/2015
TX-CEC000314	\$1,544.45	PEARSON EDUCATION	Textbook	8/31/2015
TX-DON003222	\$7,683.00	MONTEZUMA PUBLISHING	Textbook	8/3/2015
TX-DON003223	\$4,035.00	PEARSON EDUCATION	Textbook	8/5/2015
TX-DON003224	\$360.00	ACS DIVCHED EXAM INST.	Textbook	8/6/2015
TX-DON003225	\$1,662.65	NEBRASKA BOOK COMPANY	Textbook	8/6/2015
TX-DON003226	\$1,618.05	MBS TEXTBOOK EXCHANGE	Textbook	8/6/2015
TX-DON003227	\$4,122.90	NACSCORP	Textbook	8/6/2015
TX-DON003228	\$16,966.50	CENGAGE LEARNING	Textbook	8/6/2015

P.O. #	Amount	Vendor Name	Classification	Date
TX-DON003229	\$10,262.60	PEARSON EDUCATION	Textbook	8/6/2015
TX-DON003230	\$3,410.50	MPS FORMERLY VHPS	Textbook	8/6/2015
TX-DON003231	\$162.50	NEBRASKA BOOK COMPANY	Textbook	8/10/2015
TX-DON003232	\$343.00	MBS TEXTBOOK EXCHANGE	Textbook	8/10/2015
TX-DON003233	\$452.20	NACSCORP	Textbook	8/10/2015
TX-DON003234	\$1,035.00	CENGAGE LEARNING	Textbook	8/12/2015
TX-DON003235	\$1,500.00	LYNDA.COM	Textbook	8/13/2015
TX-DON003236	\$1,302.70	NEBRASKA BOOK COMPANY	Textbook	8/13/2015
TX-DON003237	\$331.80	MBS TEXTBOOK EXCHANGE	Textbook	8/13/2015
TX-DON003238	\$1,293.44	CENGAGE LEARNING	Textbook	8/13/2015
TX-DON003239	\$415.50	MBS TEXTBOOK EXCHANGE	Textbook	8/20/2015
TX-DON003240	\$1,822.50	NEBRASKA BOOK COMPANY	Textbook	8/20/2015
TX-DON003241	\$419.60	WORLD TRADE PRESS	Textbook	8/21/2015
TX-DON003242	\$1,856.25	PEARSON EDUCATION	Textbook	8/21/2015
TX-DON003243	\$1,267.48	NACSCORP	Textbook	8/22/2015
TX-DON003244	\$5,685.00	PEARSON EDUCATION	Textbook	8/22/2015
TX-DON003245	\$7,326.00	CENGAGE LEARNING	Textbook	8/22/2015
TX-DON003246	\$30.25	NEBRASKA BOOK COMPANY	Textbook	8/22/2015
TX-DON003248	\$136.89	NEBRASKA BOOK COMPANY	Textbook	8/26/2015
TX-DON003249	\$840.00	MPS FORMERLY VHPS	Textbook	8/26/2015
TX-DON003250	\$257.30	MONTEZUMA PUBLISHING	Textbook	8/26/2015
TX-DON003251	\$2,664.54	NACSCORP	Textbook	8/26/2015
TX-DON003252	\$1,338.54	MBS TEXTBOOK EXCHANGE	Textbook	8/26/2015
TX-DON003253	\$2,919.00	CENGAGE LEARNING	Textbook	8/27/2015
TX-DON003254	\$1,407.20	OXFORD UNIVERSITY PRESS,	Textbook	8/27/2015
TX-DON003255	\$403.56	KENDALL PUBLISHING	Textbook	8/27/2015
TX-DON003256	\$207.40	ADAMS MEDIA	Textbook	8/27/2015
TX-DON003257	\$584.75	NACSCORP	Textbook	8/29/2015
TX-DON003258	\$85.20	MONTEZUMA PUBLISHING	Textbook	8/29/2015
TX-DON003259	\$615.60	NEBRASKA BOOK COMPANY	Textbook	8/29/2015
TX-DON003260	\$611.00	MBS TEXTBOOK EXCHANGE	Textbook	8/29/2015
TX-DON003262	\$490.25	NACSCORP	Textbook	8/29/2015
TX-DON003263	\$3,345.00	PEARSON EDUCATION	Textbook	8/29/2015
TX-DON003266	\$1,792.50	HAYDEN-MCNEIL	Textbook	8/31/2015
TX-DON003267	\$2,400.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/31/2015
TX-DON003268	\$285.00	MBS TEXTBOOK EXCHANGE	Textbook	8/31/2015
TX-DON003269	\$156.12	NACSCORP	Textbook	9/1/2015

P.O. #	Amount	Vendor Name	Classification	Date
TX-DON003270	\$191.79	NEBRASKA BOOK COMPANY	Textbook	9/1/2015
TX-DON003271	\$13,400.00	NORTON, INC.	Textbook	9/1/2015
TX-DON003272	\$637.50	MPS FORMERLY VHPS	Textbook	9/1/2015
TX-DON003273	\$42.24	NEBRASKA BOOK COMPANY	Textbook	9/1/2015
TX-DON003274	\$105.00	LYNDA.COM	Textbook	9/2/2015
TX-DON003275	\$315.00	LYNDA.COM	Textbook	9/3/2015
TX-DON003276	\$1,940.00	NORTON, INC.	Textbook	9/3/2015
TX-DON003277	\$476.00	TOWNSEND PRESS	Textbook	9/3/2015
TX-DON003278	\$1,683.64	CENGAGE LEARNING	Textbook	9/3/2015
TX-DON003279	\$68.00	MONTEZUMA PUBLISHING	Textbook	9/3/2015
TX-DON003280	\$78.75	NEBRASKA BOOK COMPANY	Textbook	9/3/2015
TX-DON003281	\$4,382.65	PEARSON EDUCATION	Textbook	9/3/2015
TX-DON003282	\$2,603.75	NEBRASKA BOOK COMPANY	Textbook	9/8/2015
TX-DON003283	\$530.25	MBS TEXTBOOK EXCHANGE	Textbook	9/8/2015
TX-DON003284	\$357.00	TOWNSEND PRESS	Textbook	9/8/2015
TX-DON003285	\$235.70	NEBRASKA BOOK COMPANY	Textbook	9/9/2015
TX-DON003286	\$21.00	NEBRASKA BOOK COMPANY	Textbook	9/9/2015
TX-DON003287	\$56.25	NEBRASKA BOOK COMPANY	Textbook	9/10/2015
TX-DON003288	\$82.50	BOOKBYTEDIRECT.COM	Textbook	9/10/2015
TX-HAWK002420	\$1,309.85	AMAZON	Textbook	8/4/2015
TX-HAWK002421	\$3,891.25	MCGRAW-HILL PUBLISHING CO	Textbook	8/4/2015
TX-HAWK002422	\$6,700.00	JOHN WILEY & SONS, INC	Textbook	8/4/2015
TX-HAWK002423	\$5,325.50	PEARSON EDUCATION	Textbook	8/4/2015
TX-HAWK002424	\$772.00	NEBRASKA BOOK COMPANY	Textbook	8/4/2015
TX-HAWK002425	\$2,025.00	MPS FORMERLY VHPS	Textbook	8/4/2015
TX-HAWK002426	\$1,292.50	MBS TEXTBOOK EXCHANGE	Textbook	8/4/2015
TX-HAWK002427	\$363.00	AMAZON	Textbook	8/4/2015
TX-HAWK002428	\$7.93	AMAZON	Textbook	8/4/2015
TX-HAWK002429	\$269.50	AMAZON	Textbook	8/5/2015
TX-HAWK002430	\$1,700.00	PEARSON EDUCATION	Textbook	8/10/2015
TX-HAWK002431	\$1,762.50	NEBRASKA BOOK COMPANY	Textbook	8/10/2015
TX-HAWK002432	\$162.39	MBS TEXTBOOK EXCHANGE	Textbook	8/10/2015
TX-HAWK002433	\$3,865.75	CENGAGE LEARNING	Textbook	8/10/2015
TX-HAWK002434	\$466.25	NEBRASKA BOOK COMPANY	Textbook	8/10/2015
TX-HAWK002435	\$677.50	MBS TEXTBOOK EXCHANGE	Textbook	8/10/2015
TX-HAWK002436	\$3,290.00	NORTON, INC.	Textbook	8/10/2015
TX-HAWK002437	\$2,479.50	CENGAGE LEARNING	Textbook	8/10/2015

P.O. #	Amount	Vendor Name	Classification	Date
TX-HAWK002438	\$364.80	RANDOM HOUSE, INC.	Textbook	8/10/2015
TX-HAWK002439	\$153.52	NACSCORP	Textbook	8/10/2015
TX-HAWK002440	\$4,187.50	MCGRAW-HILL PUBLISHING CO	Textbook	8/10/2015
TX-HAWK002441	\$476.00	AMAZON	Textbook	8/10/2015
TX-HAWK002443	\$2,788.80	PEARSON EDUCATION	Textbook	8/11/2015
TX-HAWK002444	\$585.00	CENGAGE LEARNING	Textbook	8/11/2015
TX-HAWK002445	\$134.00	MBS TEXTBOOK EXCHANGE	Textbook	8/11/2015
TX-HAWK002446	\$50.25	NEBRASKA BOOK COMPANY	Textbook	8/11/2015
TX-HAWK002447	\$1,535.20	OXFORD UNIVERSITY PRESS,	Textbook	8/11/2015
TX-HAWK002448	\$512.55	PERSEUS BOOKS GROUP	Textbook	8/12/2015
TX-HAWK002449	\$342.50	MPS FORMERLY VHPS	Textbook	8/12/2015
TX-HAWK002450	\$528.21	NEBRASKA BOOK COMPANY	Textbook	8/13/2015
TX-HAWK002451	\$903.60	MBS TEXTBOOK EXCHANGE	Textbook	8/13/2015
TX-HAWK002452	\$819.00	CAMBRIDGE UNIVERSITY PRES	Textbook	8/13/2015
TX-HAWK002453	\$1,090.64	NEBRASKA BOOK COMPANY	Textbook	8/14/2015
TX-HAWK002454	\$1,808.80	HUMAN KINETICS PUBS, INC.	Textbook	8/14/2015
TX-HAWK002455	\$1,224.00	ARCHIMEDES PUBLISHING	Textbook	8/17/2015
TX-HAWK002456	\$799.80	OXFORD UNIVERSITY PRESS,	Textbook	8/17/2015
TX-HAWK002457	\$1,968.90	AMAZON	Textbook	8/17/2015
TX-HAWK002458	\$1,119.20	DAWN SIGN PRESS	Textbook	8/17/2015
TX-HAWK002459	\$5,247.00	JOHN WILEY & SONS, INC	Textbook	8/17/2015
TX-HAWK002460	\$1,845.00	CENGAGE LEARNING	Textbook	8/18/2015
TX-HAWK002461	\$824.85	BVT PUBLISHING	Textbook	8/18/2015
TX-HAWK002462	\$3,300.00	MPS FORMERLY VHPS	Textbook	8/18/2015
TX-HAWK002463	\$6,637.50	PEARSON EDUCATION	Textbook	8/18/2015
TX-HAWK002464	\$439.60	WAVELAND PRESS, INC.	Textbook	8/18/2015
TX-HAWK002465	\$828.00	AMAZON	Textbook	8/18/2015
TX-HAWK002466	\$536.50	MONTEZUMA PUBLISHING	Textbook	8/19/2015
TX-HAWK002467	\$700.00	UNIV. SOUTHERN CALIFORNIA	Textbook	8/20/2015
TX-HAWK002469	\$1,620.00	NORTON, INC.	Textbook	8/24/2015
TX-HAWK002470	\$566.35	NACSCORP	Textbook	8/24/2015
TX-HAWK002471	\$3,740.00	PEARSON EDUCATION	Textbook	8/24/2015
TX-HAWK002472	\$3,745.00	CENGAGE LEARNING	Textbook	8/24/2015
TX-HAWK002473	\$615.00	CAMBRIDGE UNIVERSITY PRES	Textbook	8/24/2015
TX-HAWK002474	\$6,110.00	PEARSON EDUCATION	Textbook	8/24/2015
TX-HAWK002475	\$810.00	JONES & BARTLETT LEARNING	Textbook	8/24/2015
TX-HAWK002476	\$868.55	NEBRASKA BOOK COMPANY	Textbook	8/25/2015

P.O. #	Amount	Vendor Name	Classification	Date
TX-HAWK002477	\$337.56	MBS TEXTBOOK EXCHANGE	Textbook	8/25/2015
TX-HAWK002478	\$617.70	NACSCORP	Textbook	8/25/2015
TX-HAWK002479	\$180.50	HACKETT PUBLISHING CO., I	Textbook	8/25/2015
TX-HAWK002480	\$162.00	TRILITERAL,LLC	Textbook	8/25/2015
TX-HAWK002481	\$71.70	OXFORD UNIVERSITY PRESS,	Textbook	8/25/2015
TX-HAWK002482	\$304.00	NACSCORP	Textbook	8/25/2015
TX-HAWK002483	\$79.20	NEBRASKA BOOK COMPANY	Textbook	8/25/2015
TX-HAWK002484	\$660.00	PEARSON EDUCATION	Textbook	8/25/2015
TX-HAWK002485	\$850.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/25/2015
TX-HAWK002486	\$201.12	NACSCORP	Textbook	8/26/2015
TX-HAWK002487	\$107.85	NACSCORP	Textbook	8/26/2015
TX-HAWK002488	\$54.85	INT JEWELERY PUBNS.	Textbook	8/26/2015
TX-HAWK002489	\$1,035.00	GIA GEM INSTRUMENTS	Textbook	8/26/2015
TX-HAWK002490	\$3,700.00	CENGAGE LEARNING	Textbook	8/27/2015
TX-HAWK002491	\$1,006.88	OXFORD UNIVERSITY PRESS,	Textbook	8/27/2015
TX-HAWK002492	\$8,900.00	MCGRAW-HILL CREATE (PRIMIS)	Textbook	8/27/2015
TX-HAWK002493	\$51.50	MBS TEXTBOOK EXCHANGE	Textbook	8/27/2015
TX-HAWK002494	\$448.00	MPS FORMERLY VHPS	Textbook	8/27/2015
TX-HAWK002495	\$183.96	NORTON, INC.	Textbook	8/27/2015
TX-HAWK002496	\$1,222.76	KENDALL PUBLISHING	Textbook	8/27/2015
TX-HAWK002497	\$2,905.00	PEARSON EDUCATION	Textbook	8/28/2015
TX-HAWK002499	\$16.30	NACSCORP	Textbook	8/28/2015
TX-HAWK002500	\$257.50	NEBRASKA BOOK COMPANY	Textbook	8/31/2015
TX-HAWK002501	\$168.00	NEBRASKA BOOK COMPANY	Textbook	8/31/2015
TX-HAWK002502	\$1,345.00	PEARSON EDUCATION	Textbook	8/31/2015
TX-HAWK002503	\$19.45	NACSCORP	Textbook	8/31/2015
TX-HAWK002504	\$225.00	BVT PUBLISHING	Textbook	8/31/2015
TX-HAWK002505	\$320.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/31/2015
TX-HAWK002506	\$637.50	MPS FORMERLY VHPS	Textbook	8/31/2015
TX-HAWK002507	\$703.50	PEARSON EDUCATION	Textbook	9/1/2015
TX-HAWK002508	\$682.50	CENGAGE LEARNING	Textbook	9/1/2015
TX-HAWK002509	\$2,850.00	NORTON, INC.	Textbook	9/1/2015
TX-HAWK002510	\$65.85	NACSCORP	Textbook	9/1/2015
TX-HAWK002511	\$483.75	MCGRAW-HILL PUBLISHING CO	Textbook	9/1/2015
TX-HAWK002512	\$154.40	NEBRASKA BOOK COMPANY	Textbook	9/1/2015
TX-HAWK002513	\$1,486.75	DAWN SIGN PRESS	Textbook	9/2/2015
TX-HAWK002514	\$685.00	MPS FORMERLY VHPS	Textbook	9/2/2015

P.O. #	Amount	Vendor Name	Classification	Date
TX-HAWK002515	\$990.50	NEBRASKA BOOK COMPANY	Textbook	9/2/2015
TX-HAWK002516	\$970.65	MBS TEXTBOOK EXCHANGE	Textbook	9/2/2015
TX-HAWK002517	\$1,375.00	PEARSON EDUCATION	Textbook	9/2/2015
TX-HAWK002518	\$430.80	MONTEZUMA PUBLISHING	Textbook	9/2/2015
TX-HAWK002519	\$950.00	BLUEDOOR	Textbook	9/3/2015
TX-HAWK002520	\$555.00	ON COURSE LEARNING	Textbook	9/3/2015
TX-HAWK002521	\$1,245.00	PEARSON EDUCATION	Textbook	9/3/2015
TX-HAWK002522	\$1,200.00	VISTA HIGHER LEARNING	Textbook	9/4/2015
TX-HAWK002523	\$263.50	ACR PUBLICATIONS	Textbook	9/4/2015
TX-HAWK002524	\$17.99	AMAZON	Textbook	9/4/2015
TX-HAWK002525	\$1,086.00	PEARSON EDUCATION	Textbook	9/4/2015
TX-HAWK002526	\$368.50	NEBRASKA BOOK COMPANY	Textbook	9/4/2015
TX-HAWK002527	\$173.25	MBS TEXTBOOK EXCHANGE	Textbook	9/8/2015
TX-HAWK002528	\$337.50	NEBRASKA BOOK COMPANY	Textbook	9/8/2015
TX-HAWK002529	\$17.99	AMAZON	Textbook	9/9/2015
TX-HAWK002530	\$390.00	CENGAGE LEARNING	Textbook	9/9/2015
TX-HAWK002531	\$181.29	NEBRASKA BOOK COMPANY	Textbook	9/9/2015
TX-HAWK002532	\$255.00	MPS FORMERLY VHPS	Textbook	9/9/2015
TX-HAWK002533	\$38.40	NACSCORP	Textbook	9/9/2015
TX-HAWK002534	\$283.56	AMAZON	Textbook	9/9/2015
TX-HAWK002535	\$239.95	AGAINST THE CLOCK	Textbook	9/10/2015

**Grand Total : \$379,922.89**



P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
16-B0000961	1,942.00	PACIFIC PARKING SYSTEMS INC	Equip-All Other >\$1,000<\$5,000			8/3/2015
16-B0000962	6,978.53	MATCO TOOLS	Diversified Agency Fund Expens			8/6/2015
16-B0000963	5,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/6/2015
16-B0000964	2,323.08	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			8/6/2015
16-B0000965	6,422.76	IDENTIFICATION & SECURITY INTEGRATORS	Non-Instructional Supplies			8/11/2015
16-B0000966	750.00	CI SOLUTIONS	Non-Instructional Supplies			8/11/2015
16-B0000967	913.00	EDEN INDUSTRIES, INC.	Other Operating Exp & Services			8/19/2015
16-B0000968	525.64	SPORT CHALET	Diversified Agency Fund Expens			8/27/2015
16-B0000969	1,099.20	SPORT CHALET	Diversified Agency Fund Expens			8/27/2015
16-B0000970	204.40	NATIONAL SPORTS APPAREL LLC	Diversified Agency Fund Expens			8/27/2015
16-B0000971	5,000.00	AIRPORT VAN RENTAL INC	Other Participant Travel Exp			9/2/2015
16-B0000972	1,000.00	SPECTRUM GAS PRODUCTS	Other Operating Exp & Services			9/2/2015
16-B0000974	602.57	STAPLES CONTRACT & COMMERCIAL INC	Other Operating Exp & Services			9/9/2015
16-B0000975	2,212.68	SPORT CHALET	Diversified Agency Fund Expens			9/9/2015
16-B0000976	500.00	OFFICE DEPOT BUSINESS SVCS	Other Operating Exp & Services			9/9/2015
		<b>Grand Total:</b>	<b>\$35,473.86</b>			

4.21 (40)

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

**PURCHASE ORDERS SUPPLEMENT**  
**PURCHASE ORDERS OF \$15,000 AND OVER**  
**FROM AUGUST 1, 2015 THROUGH SEPTEMBER 11, 2015**  
**BOARD MEETING OF SEPTEMBER 28 , 2015**

P.O. #	Amount	Description	Department	Comment
TX-CEC000305	\$19,837.80	Textbooks for Resale: Fall 2015	CEC Bookstore	Purchased from Pearson Education. Manager Review and Approval - Thomas Bonetati - 8/17/2015
TX-DON003228	\$16,966.50	Textbook for Resale: Fall 2015	SAC Bookstore	Purchased from Cengage Learning. Manager Review and Approval - Thomas Bonetati - 8/6/2015

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: September 28, 2015
Re: Approval of Resource Development Items	
Action: Request for Approval	

**ANALYSIS**

Items for the following categorical programs have been developed:

	<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
1.	Child Development Training Consortium (SAC/SCC) Sub-award from the Yosemite Community College District/Child Development Training Consortium to Santa Ana College and Santiago Canyon College to recruit and assist students seeking a new or maintaining a current child development permit through the colleges' Child Development Programs. (15/16). <i>No match required.</i>	09/01/2015	\$18,700
2.	Governor's Office of Business & Economic Development (GO-Biz) Capital Infusion Program (CIP) Grant (District) Sub-award from prior year carry-forward funding to RSCCD's Orange County Small Business Development Center (SBDC) from the OC/Inland Empire SBDC Lead Center, hosted by California State University Fullerton (CSUF), the primary grantee of the Governor's Office of Business and Economic Development (GO-Biz) Capital Infusion Program (CIP) grant, to assist small businesses and entrepreneurs obtain access to capital and to provide funding for one-on-one business consulting services. (15/16). <i>No match required.</i>	09/14/2015	\$36,000
3.	Upward Bound Math & Science Program – Year 4 (SCC) Fourth year of a five-year grant award from the U. S. Department of Education to increase the number of low-income and potentially first-generation college students that pursue, enroll in and complete college STEM degree programs, by providing comprehensive assessment, targeted supplementary instruction, mentors, Science Saturdays conducted at SCC, fields trips, and a summer college residential program for disadvantaged high schools students from El Modena High School and Orange High School in the Orange Unified School District. (15/16, 16/17). <i>No match required.</i>	08/12/2015	\$250,000

**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: \$304,700.00	Board Date: September 28, 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 #1241**

**NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE**

**FISCAL YEAR: 2015/2016**

**CONTRACT PERIOD: 9/1/2015 - 6/30/2016**

**PROJ. ADM. Bart Hoffman/Von Lawson**

**CONTRACT INCOME:**

**PROJ. DIR. Michelle Hardy**

*Instructional Services*                 **\$13,750**

**Date: 09/16/2015**

*Coordinator Stipend*                 **\$4,950**

**Total**                                     **\$18,700**

**Prime Sponsor: Department of Health & Human Services Administration for Children and Families**

**Fiscal Agent: Yosemite Community College District/Child Development Training Consortium**

**Prime Award #: N/A**

**Sub-Award Agreement #: 15-16-2885**

**CFDA #: 93.575**

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
<b>Dept 15717 - Human Development (Santa Ana College)</b>							
12_1241_000000_10000_8199	Other Federal Revenues : Santa Ana College		15,965		18,300		2,335
12_1241_130500_15717_4310	Instructional Supplies : Human Development	483		1,150		667	
<b>12_1241_619000_15717_1453</b>	<b>Beyond Contract - Coordinators : Human Develo Michelle Hardy, CDTC Coordinator stipend (SAC/SCC)</b>	0		4,281		4,281	
<b>12_1241_619000_15717_1480</b>	<b>Part-Time Reassigned Time : Human Development Keo Salinas, Program Facilitation: \$28.40/hr. x 67 hrs.</b>	454		1,903		1,449	
<b>12_1241_619000_15717_1483</b>	<b>Beyond Contr - Reassigned Time : Human Develo</b>	3,955		0			3,955
12_1241_619000_15717_3115	STRS - Non-Instructional : Human Development	391		663		272	
12_1241_619000_15717_3325	Medicare - Non-Instructional : Human Developm	64		90		26	
12_1241_619000_15717_3435	H & W - Retiree Fund Non-Inst : Human Develop	44		62		18	
12_1241_619000_15717_3515	SUI - Non-Instructional : Human Development	3		3		0	
12_1241_619000_15717_3615	WCI - Non-Instructional : Human Development	106		148		42	
12_1241_619000_15717_5100	Contracted Services : Human Development	0		2,400		2,400	
12_1241_732000_15717_7610	Books Paid for Students : Human Development	3,335		800			2,535
12_1241_732000_15717_7640	Tuition Paid for Students : Human Development	7,130		6,800			330
	<b>Sub-Total (SAC)</b>	<b>15,965</b>	<b>15,965</b>	<b>18,300</b>	<b>18,300</b>	<b>9,155</b>	<b>9,155</b>
<b>Dept 25230 - Human Development (Santiago Canyon College)</b>							
12_1241_000000_20000_8199	Other Federal Revenues : Santiago Canyon Coll		1,035		400	635	
12_1241_732000_25230_7610	Books Paid for Students : Human Development	435		200			235
12_1241_732000_25230_7640	Tuition Paid for Students : Human Development	600		200			400
	<b>Sub-Total (SCC)</b>	<b>1,035</b>	<b>1,035</b>	<b>400</b>	<b>400</b>	<b>635</b>	<b>635</b>
	<b>Total - 1241 Child Dvlp Training Consortium (SAC/SCC)</b>	<b>17,000</b>	<b>17,000</b>	<b>18,700</b>	<b>18,700</b>	<b>9,790</b>	<b>9,790</b>

5.1 (2)

**SPECIAL PROJECT DETAILED BUDGET #2217**

**NAME: Governor's Office of Business & Economic Development (GO-Biz) Capital Infusion Program (CIP) Grant -  
Orange County Small Business Development Center (District)  
FISCAL YEAR 2015/2016**

Contract Period: 07/01/2015 - 9/30/2015 (One-Time PY carryover)

PROJ ADM: Enrique Perez

Contract Amount: \$36,000

PROJ DIR: Leila Mozaffari

CFDA #: N/A

Date: 9/15/2015

Prime Sponsor: State of California - Office of Small Business Advocate (OSBA)

Fiscal Agent: CSU Fullerton Auxiliary Services Corporation

Prime Award #: TBD

Sub-Award #: TBD

GL Account String	Description	New Budget	
		Debit	Credit
12-2217-000000-50000-8659	Other Reimb Categorical Allow : District Operations		36,000
12-2217-684000-53410-2320	Classified Employees - Hourly : Small Business Dev Business Experts @ \$45/hr. 3B: 295 hrs. x \$45/hr. (@ PERS) 3B: 195.5 hrs. x \$45/hr (@ PARS) 1B-2B (TOE): 187 hrs. x \$45/hr (@ PERS)	30,488	
12-2217-684000-53410-3215	PERS - Non-Instructional : Small Business Dev Ctr O	2,559	
12-2217-684000-53410-3315	OASDHI - Non-Instructional : Small Business Dev Ctr	1,345	
12-2217-684000-53410-3325	Medicare - Non-Instructional : Small Business Dev C	442	
12-2217-684000-53410-3335	PARS - Non-Instructional : Small Business Dev Ctr O	114	
12-2217-684000-53410-3435	H & W - Retiree Fund Non-Inst : Small Business Dev	305	
12-2217-684000-53410-3515	SUI - Non-Instructional : Small Business Dev Ctr Of	15	
12-2217-684000-53410-3615	WCI - Non-Instructional : Small Business Dev Ctr Of	732	
	<b>Total 2217 - GO-Biz CIP Grant PY One-Time (SBDC)</b>	<b>36,000</b>	<b>36,000</b>

**SPECIAL PROJECT DETAILED BUDGET # 1728**  
**NAME: Upward Bound Math and Science - Year 4 of 5 (SCC)**  
**FISCAL YEAR: 2015/2016 and 2016/2017**

CONTRACT PERIOD: 10/1/15 - 9/30/16

CONTRACT AMOUNT: \$250,000

CFDA #: 84.047M

PRIME SPONSOR: U.S. Department of Education

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: P047M120539-15

SUB-AWARD #: N/A

PROJ. ADM. Loretta Jordan

PROJ. DIR. Maggie Cordero

Date: 9/14/2015

GL Account String	Description	New Budget	
		Debit	Credit
12-1728-000000-20000-8120	Higher Education Act : Santiago Canyon College		250,000
12-1728-679000-20000-5865	Indirect Costs : Santiago Canyon College (8%) Modified direct costs: \$201,852 x 8% = \$16,148 - exclude equipment @ \$5,000 and Summer Bridge Program @ \$25,000 and nonresidential meals @ \$2,000	16,148	
<b>12-1728-170100-29920-2420</b>	<b>Inst Assistant - Hourly : Upward Bound</b> <b>(1) Instructional Asst x \$16.35/hr x 6 hrs/wk x 10 wks</b>	981	
12-1728-170100-29920-3321	Medicare - Instructional : Upward Bound	14	
12-1728-170100-29920-3331	PARS - Instructional : Upward Bound	13	
12-1728-170100-29920-3431	H & W - Retiree Fund Inst : Upward Bound	10	
12-1728-170100-29920-3511	SUI - Instructional : Upward Bound	1	
12-1728-170100-29920-3611	WCI - Instructional : Upward Bound	23	
<b>12-1728-619000-29920-1483</b>	<b>Beyond Contr - Reassigned Time : Upward Bound</b> <b>\$435/stipend x 2 stipends x 4 wks</b>	3,480	
12-1728-619000-29920-3115	STRS - Non-Instructional : Upward Bound	373	
12-1728-619000-29920-3325	Medicare - Non-Instructional : Upward Bound	50	
12-1728-619000-29920-3435	H & W - Retiree Fund Non-Inst : Upward Bound	35	
12-1728-619000-29920-3515	SUI - Non-Instructional : Upward Bound	2	
12-1728-619000-29920-3615	WCI - Non-Instructional : Upward Bound	84	
<b>12-1728-649000-29920-2110</b>	<b>Classified Management : Upward Bound</b> <b>Maggie Cordero, Director of Special Programs</b> <b>eff. 10/1/15 - 9/30/16 (50%) (H-7)</b>	53,616	
<b>12-1728-649000-29920-2130</b>	<b>Classified Employees : Upward Bound</b> <b>Student Services Coordinator, TBD (25%) (15,3)</b>	14,952	
<b>12-1728-649000-29920-2310</b>	<b>Classified Employees - Ongoing : Upward Bound</b> <b>Diana Diaz, Student Services Specialist (0.475 FTE) (100%)</b> <b>Manuel Teposte, Student Services Specialist (0.475 FTE) (100%)</b> <b>Administrative Clerk, TBD (0.475 FTE) (72%)</b>	55,422	
<b>12-1728-649000-29920-2340</b>	<b>Student Assistants - Hourly : Upward Bound</b> <b>(2) student assistants x \$10.50/hr x 12 hrs/wk x 35 wks x 2 sites</b>	17,640	
12-1728-649000-29920-3215	PERS - Non-Instructional : Upward Bound	9,830	
12-1728-649000-29920-3315	OASDHI - Non-Instructional : Upward Bound	5,268	
12-1728-649000-29920-3325	Medicare - Non-Instructional : Upward Bound	1,827	
12-1728-649000-29920-3335	PARS - Non-Instructional : Upward Bound	533	
12-1728-649000-29920-3415	H & W - Non-Instructional : Upward Bound	10,002	
12-1728-649000-29920-3435	H & W - Retiree Fund Non-Inst : Upward Bound	1,436	
12-1728-649000-29920-3515	SUI - Non-Instructional : Upward Bound	63	
12-1728-649000-29920-3615	WCI - Non-Instructional : Upward Bound	3,447	

**SPECIAL PROJECT DETAILED BUDGET # 1728**  
**NAME: Upward Bound Math and Science - Year 4 of 5 (SCC)**  
**FISCAL YEAR: 2015/2016 and 2016/2017**

CONTRACT PERIOD: 10/1/15 - 9/30/16

CONTRACT AMOUNT: \$250,000

CFDA #: 84.047M

PRIME SPONSOR: U.S. Department of Education

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: P047M120539-15

SUB-AWARD #: N/A

PROJ. ADM. Loretta Jordan

PROJ. DIR. Maggie Cordero

Date: 9/14/2015

GL Account String	Description	New Budget	
		Debit	Credit
12-1728-649000-29920-3915	Other Benefits - Non-Instruct : Upward Bound	1,998	
12-1728-649000-29920-4310	Instructional Supplies : Upward Bound	1,806	
12-1728-649000-29920-4610	Non-Instructional Supplies : Upward Bound	750	
12-1728-649000-29920-4710	Food and Food Service Supplies : Upward Bound - Food for summer program \$2,000* - Food for Science Movie/Dinner nights for parent/UBMS students and end of the year banquet \$2,596	4,596	
12-1728-649000-29920-5100	Contracted Services : Upward Bound - Princeton Review to offer students SAT Prep \$5,000 - Summer Program room and board at CSU/UC to include meals, housekeeping services, use of recreational areas, classrooms, meeting rooms and labs. 62 students and 4 staff. \$25,000*	30,000	
12-1728-649000-29920-5966	Transportation - Student : Upward Bound 1 bus x \$700/bus x 8 trips	5,600	
12-1728-649000-29920-6421	Equipment - Tablet/Laptop ≥ \$200 < \$1,000 : Upward	5,000	
12-1728-675000-29920-5210	Conference Expenses : Upward Bound	3,000	
12-1728-732000-29920-7670	Other Exp Paid for Students : Upward Bound Fees for field trips/cultural events	2,000	
<b>Total 1728 - Upward Bound Math &amp; Science Yr. 4 (SCC)</b>		<b>250,000</b>	<b>250,000</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: September 28, 2015
Re: Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools/Central Orange County Career Technical Education Partnership for the Global Trade and Logistics Deputy Sector Navigator Grant	
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 and 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 858, \$100,000). The in-region investment funds will be used to support projects and promote partnerships that will build on exiting regional structures in Career Technical Education secondary and postsecondary education, to improve programs, to produce a skilled workforce, and to establish career pathways in support of the regional economy and the Global Trade & Logistics industry sectors to align with the state Chancellor's Office *Doing What Matters* initiative.

**ANALYSIS**

Rancho Santiago Community College District will be collaborating with the Orange County Superintendent of Schools on behalf of Central Orange County Career Technical Education Partnership (CTEp) to support a Global Trade & Logistics industry externship program for high school teacher and/or college faculty to participate in skills development and work-based projects aligned to labor market needs. The performance period of the sub-agreement (#DO-15-2321-02) is September 29, 2015 – December 31, 2015, and the sub-award amount is \$5,200.00.

The project administrator is Enrique Perez and the 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: \$5,200.00 (grant funded)	Board Date: September 28, 2015
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



**SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

This sub-agreement (hereinafter “Agreement”) is entered into on this 28<sup>th</sup> day of September 2015, between Rancho Santiago Community College District (hereinafter “RSCCD”) and the Orange County Superintendent of Schools on behalf of *Central Orange County Career Technical Education Partnership (CTEp)* (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received a grant award entitled, “Global Trade & Logistics Deputy Sector Navigator,” Prime Award #14-157-008 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, which includes a role to support projects and promote partnerships that will build on exiting regional structures in Career Technical Education secondary and postsecondary education, to improve programs, to produce a skilled workforce, and to establish career pathways in support of the regional economy and the Global Trade & Logistics industry sectors;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from September 29, 2015, through December 31, 2015.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$5,200.00 USD.

4. Payment

Fifty percent (50%) of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for this disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

5. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (*Exhibit B*), which by reference is incorporated into this Agreement.

6. Invoices

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 successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and the Deputy Sector Navigator's certification of the final report. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
Lynn Stewart, Global Trade & Logistics Deputy Sector Navigator  
2323 N. Broadway, Suite 328  
Santa Ana, CA 92706

7. Reporting

SUBCONTRACTOR will provide a final report related to this Agreement to the Deputy Sector Navigator via email at [stewart\\_lynn@rsccd.edu](mailto:stewart_lynn@rsccd.edu) by **January 29, 2016**, addressing the Leading Indicators listed below. Refer to Scope of Work (*Exhibit A*) for a detailed description of the deliverables.

Leading Indicators of curriculum alignment to labor market needs:

- LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market.
- LI 6. Updating the skills of faculty, teachers, counselors, and/or "supporting staff to student" to reflect labor market needs.

8. Curriculum Development

If this Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses and programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Agreement must comply with all applicable provisions as defined in the California Code of Regulations, Title 5 subchapters 1 and 2 of chapter 6 of division 6.
- b. The fact that RSCCD has awarded funding through this Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

9. 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.

10. Time Extensions

RSCCD will not be requesting a time extension for Program activities from the PRIME SPONSOR. 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 on or prior to **December 31, 2015**.

11. 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.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written 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 guidelines and policies.

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.

13. 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.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any sub-contract related to performance of this Agreement.

15. 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.

16. 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.

17. 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.

18. 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:

**RSCCD:** Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

Rancho Santiago Community College District  
Lynn Stewart, Global Trade & Logistics Deputy Sector Navigator  
2323 N. Broadway, Suite 328  
Santa Ana, CA 92706  
(714) 564-5419; [stewart\\_lynn@rsccd.edu](mailto:stewart_lynn@rsccd.edu)

**SUBCONTRACTOR:** Orange County Department of Education  
Central Orange County CTE Partnership  
2323 N. Broadway, Suite 301  
Santa Ana, CA 92706

**PROJECT DIRECTOR:**  
Diana Schneider, MA CTE, Sr. Director  
(714) 966-3538; [dschneider@ocde.us](mailto:dschneider@ocde.us)

**PROJECT MANAGER:**  
Ann Sebek, Project Manager of Work-Based Learning  
(714) 966-3530; [asebek@ocde.us](mailto:asebek@ocde.us)

19. 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.

20. 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 the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, eff. 05/14 and Article II, eff. 04/14), 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 both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: Orange County Superintendent of Schools

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: \_\_\_\_\_

Title: Business Operations/Fiscal Services

Title: \_\_\_\_\_

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

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

95-6000943

**Employer/Taxpayer Identification Number (EIN)**

Board Approval Date: September 28, 2015



## **SCOPE OF WORK**

### **GLOBAL TRADE & LOGISTICS DEPUTY SECTOR NAVIGATOR (SB 858)**

#### **PROJECT ABSTRACT**

Background: Due to the speed of change faced by all of us today, industry standards for employees in the Global Trade & Logistic sector have increased dramatically. Teachers who have been out of the workplace for even a few years need professional development opportunities to learn first-hand about new trends in the workplace. Teachers also need to ensure their students have the up-to-date skills they will need to be competitive when seeking jobs.

Proposed Project: The Orange County Department of Education/Central Orange County CTE Partnership (CTEp) serves the feeder schools served by the Rancho Santiago CCD. CTEp proposes to operate an externship program in the Global Trade & Logistics sector for high school teachers and/or college faculty, to take place between September and December, 2015.

#### **DESCRIPTION**

This proposal addresses Global Trade & Logistics SB 858 project objectives and leading indicators (LI) to facilitate alignment of educational programming to labor market needs in the following areas:

- Professional Development: Completing Industry externships and skills certifications will lead to more highly qualified teachers. This will increase the readiness of high school students and expand access to postsecondary education and careers (LI 6).
- Curriculum Development: The lesson plans and/or project created will help students to become familiar with the latest business trends (LI 1).
- Curriculum Revision: Development of new work-based projects will result in upgrades of existing curriculum (LI 1).
- Alignment of high school and community college CTE programs: More rigorous curriculum will help to Increase the number of articulation agreements with the community colleges (LI 1).



CAREER  
TECHNICAL  
EDUCATION  
PARTNERSHIP  
(CTEP)

Central Orange County CTE Partnership  
Orange County Department of Education

**Exhibit A**

## **PROJECT ACTIVITIES**

Beginning September 30, 2015, teachers in the Business and Finance Industry Sector will be recruited from throughout Orange County. Teachers will need to submit a letter of interest to apply for the externship experience and submit a short proposal for their project. They will be paid for up to 20 hours to locate a company, become familiar with the latest trends in the industry, and develop a project, unit of study or lesson plan that will help their students understand the skills required in today's workplace. Teachers will make these lessons and projects available for other teachers to use. Teachers will complete their externships and all activities no later than December 18, 2015. After finishing their industry externships, teachers will submit their work to the Project Director for review. Upon acceptance, teachers will be compensated at the agreed-upon rate.

## **PRIMARY CONTACTS FOR THE PROJECT**

### **PROJECT DIRECTOR:**

Diana Schneider, MA CTE, Sr. Director  
Central Orange County CTE Partnership  
Orange County Department of  
Education  
2323 N. Broadway, Suite 301  
Santa Ana, CA 92706  
(714) 966-3538  
[dschneider@ocde.us](mailto:dschneider@ocde.us)

### **PROJECT MANAGER:**

Ann Sebek, Project Manager,  
Work-Based Learning  
Central Orange County CTE Partnership  
Orange County Department of  
Education  
2323 N. Broadway, Suite 301  
Santa Ana, CA 92706  
(714) 966-3530  
[asebek@ocde.us](mailto:asebek@ocde.us)





**WORK PLAN**

Dates:	Description of Activities:
Sept. 30, 2015:	Send recruitment letter to teachers to invite them to participate in externships.
Oct. 9, 2015:	Deadline for teachers to submit a Letter of Interest outlining the curriculum project they would like to develop.
Oct. 14, 2015:	Proposals reviewed; participants selected and notified.
Oct. 16, 2015:	Teachers begin locating externships. Project manager will monitor progress.
Nov. 30, 2015:	Progress report due to RSCCD
Dec. 18, 2015:	All externships activities have been completed and all curriculum materials and reports have been delivered to CTEp. Teachers will submit Invoices to CTEp.
Dec 31, 2015:	Grant concludes
January 29, 2016:	Final Report sent to RSCCD



## PROJECT BUDGET

### GLOBAL TRADE & LOGISTICS DEPUTY SECTOR NAVIGATOR (SB 858)

<b>Object Codes</b>	<b>Description</b>	<b>Amount</b>
5810	Faculty externships, 20 hrs. x \$50/hr. (\$1,000 each) x 5	\$5,000
6000	Indirect @ 4%	\$200
	TOTAL	\$5,200

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: September 28, 2015
Re: Approval of Sub-Agreement between RSCCD and South Orange County Community College District/Saddleback College for the Small Business Deputy Sector Navigator Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded the Small Business Deputy Sector Navigator grant (#14-159-006) from the California Community Colleges Chancellor's Office, Division of Workforce and 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 858, \$100,000). The in-region investment funds will be used to support projects at local community colleges to prepare and implement small business and entrepreneurship curriculum projects, to improve programs, to produce a skilled workforce, and to establish career pathways in support of the regional economy and the Small Business industry sectors to align with the state Chancellor's Office *Doing What Matters* initiative.

**ANALYSIS**

Rancho Santiago Community College District will be collaborating with the South Orange County Community College District on behalf of Saddleback College to support the development of contextualized (industry-specific) business writing skills instructional content. Saddleback College will conduct curriculum research inquiries with Career Technical Education (CTE) programs and industry representatives to determine industry-specific workplace writing requirements. Following the analysis of the inquiry data, business writing experts will create industry-specific writing instructional lessons for integration into business and CTE courses. The performance period of the sub-agreement (#DO-15-2322-01) is October 1, 2015 – December 31, 2015, and the sub-award amount is \$10,400.00.

The project administrator is Leila Mozaffari and the project director is Elizabeth Arteaga.

**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: \$10,400.00 (grant funded)	Board Date: September 28, 2015
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This sub-agreement (hereinafter “Agreement”) is entered into on this 28<sup>th</sup> day of September 2015, between Rancho Santiago Community College District (hereinafter “RSCCD”) and the South Orange County Community College District on behalf of *Saddleback College* (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received a grant award entitled, “Small Business Deputy Sector Navigator,” Prime Award #14-159-006 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, which includes a role to support projects at local community colleges to prepare and implement small business and entrepreneurship curriculum projects, to improve programs, to produce a skilled workforce, and to establish career pathways in support of the regional economy and the Small Business industry sectors;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from October 1, 2015, through December 31, 2015.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,400.00 USD.

4. **Payment**

Fifty percent (50%) of the total cost will be issued to SUBCONTRACTOR upon RSCCD’s receipt of the fully executed Agreement and an invoice for this disbursement. RSCCD shall

make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

5. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Proposed Budget (*Exhibit B*), which by reference is incorporated into this Agreement.

6. Invoices

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 successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment (due by **January 15, 2016**), and the Deputy Sector Navigator's certification of the final report. Invoice(s) should be submitted to the following address:

Rancho Santiago Community College District  
Elizabeth Arteaga, Small Business Deputy Sector Navigator  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706

7. Reporting

SUBCONTRACTOR will provide a final report related to this Agreement to the Deputy Sector Navigator via email at [arteaga\\_elizabeth@rsccd.edu](mailto:arteaga_elizabeth@rsccd.edu) by **January 15, 2016**, addressing the Leading Indicators listed below. Refer to Scope of Work (*Exhibit A*) for a detailed description of the deliverables.

Leading Indicators of curriculum alignment to labor market needs:

- LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market.
- LI 7. Integration of small business creation and/or exporting modules into for-credit curriculum in other disciplines.

8. Curriculum Development

If this Agreement involves the development of new college curriculum, the following shall apply:

a. All courses and programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Agreement must comply with all applicable provisions as defined in the California Code of Regulations, Title 5 subchapters 1 and 2 of chapter 6 of division 6.

b. The fact that RSCCD has awarded funding through this Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

9. 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.

10. Time Extensions

RSCCD will not be requesting a time extension for Program activities from the PRIME SPONSOR. 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 on or prior to **December 31, 2015**.

11. 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.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written 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 guidelines and policies.

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.

13. 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.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any sub-contract related to performance of this Agreement.

15. 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.

16. 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.

17. 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.

18. 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:

**RSCCD:** Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

Rancho Santiago Community College District  
Elizabeth Arteaga, Small Business Deputy Sector Navigator  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 564-5202; [arteaga\\_elizabeth@rsccd.edu](mailto:arteaga_elizabeth@rsccd.edu)

**SUBCONTRACTOR:** South Orange County Community College District  
Debra L. Fitzsimons, Ed.D. Vice Chancellor of Business Services  
South Orange County Community College District  
28000 Marguerite Pkwy  
Mission Viejo, CA 92692

Saddleback College  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Anthony Teng, Dean of Advanced Technology & Applied Science  
(949) 582-4895; [ateng@saddleback.edu](mailto:ateng@saddleback.edu)

Barbara Cox, Ph.D.  
Business Department Faculty and Chair  
(949)582-4818; [bcox@saddleback.edu](mailto:bcox@saddleback.edu)

19. 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.

20. 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 the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, eff. 05/14 and Article II, eff. 04/14), 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



Sub-Agreement between RSCCD and South Orange County Community College District

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 both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: South Orange County Community College District

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

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

Name: Peter J. Hardash

Name: Dr. Debra L. Fitzsimons

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Vice Chancellor, Business Services

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

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

95-2479872

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: September 28, 2015

**Project Workplan**

*Small Business DSN In-Region (SB-858) Project*  
Saddleback College

**Summary:** Saddleback College is requesting a grant to assist their CTE programs in the development of contextualized (industry-specific) business writing skills instructional content. For the business writing skills, Saddleback College will conduct curriculum research inquiries with CTE programs and industry representatives to determine industry-specific workplace writing requirements. Following the analysis of the inquiry data, business writing experts will create industry-specific writing instructional lessons for integration into business and CTE courses.

This project will contribute to the alignment of skillsets and knowledge with the needs of the labor market (LI1) and integrate written communication skills into CTE for-credit curriculum (LI7), as well as be accessible to other community colleges wishing to enhance their CTE programs with these skills.

**Directions:** Use this template to outline the major components of your proposed project, expected completion timelines, and the expected outcomes. Begin with the project’s key objective.

<b>Objective 1: Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market.</b>			
<b>Activities</b>	<b>Timeline</b>	<b>Performance Outcomes</b>	<b>Metric(s) No. (DNS only)</b>
Interview faculty and/or industry representatives to obtain data on writing/document requirements in the context of their industries.  Programs that will participate in this phase for potential inclusion in the development phase (below) will include: <b>Automotive; Culinary Arts and Hospitality; Real Estate; Accounting; Architecture/Architectural Drafting; Fashion; Photography; and Horticulture.</b>  Based on the interviews, four programs will be selected to participate in the writing skills instructional content component. At that time, specific courses for the “infusion” or “embedding” process will be identified.	September – October 2015	Identified contexts.	LI-1
Complete the development of the content.	October – December 2015	Complete contextualized business writing skills instructional content.	LI-1
Post and share instructional content on web site.	December 2015	Access provided to this content via Internet.	LI-1

53 (8)

**Project Workplan** *(continue)*  
*Small Business DSN In-Region (SB-858) Project*  
 Saddleback College

<b>Objective 2: Integration of small business creation and/or exporting modules into for-credit curriculum in other disciplines.</b>			
<b>Activities</b>	<b>Timeline</b>	<b>Performance Outcomes</b>	<b>Metric(s) No. (DNS only)</b>
Integrate contextualized (industry-specific) business writing skills instructional content.  High schools in service areas will have access to the contextualized business writing skills instructional content.		Provide the content (lesson plans, assessments, etc.) to CTE instructional programs.	LI-7
Promote business writing skills modules to community college CTE programs.		Launch customized training program for business and industry.	LI-7

5.3 (9)

## PROPOSED BUDGET: CTE Business Writing Interviews, Curriculum Development, Prof. Development (Sub-Award)

Saddleback College -Economic & Workforce Development and Business Science Division -Business Department

TOPS: 0501  
 Project TITLE: CTE Business Writing Interviews, Curriculum Development, Prof. Development

Contacts	Name	Email	EXT
<i>Division Dean:</i>	Anthony Teng/John Jaramillo	<a href="mailto:ateng@saddleback.edu">ateng@saddleback.edu</a> <a href="mailto:jjaramillo@saddleback.edu">jjaramillo@saddleback.edu</a>	4895
<i>Project Coordinator:</i>	Barbara Cox	<a href="mailto:bcox@saddleback.edu">bcox@saddleback.edu</a>	4818
<i>Budget / Assistance:</i>	Mira Manchik	<a href="mailto:mmanchik@saddleback.edu">mmanchik@saddleback.edu</a>	4303

Object Class	DESCRIPTION	ACCOUNT NUMBER	Proposed Budget
1000	Stipend: Planning and Coordination (\$34.96/hr x 16 hrs)	01-1415-1-XXX	\$ 559
	Stipend: (Interviews) Faculty members (10 x \$69.94)	01-1415-1-XXX	\$ 700
	Stipend: (Interviews) Interviewer (10 x \$69.94)	01-1415-1-XXX	\$ 700
	Stipend: (Interviews) Data review, participant selection (5 hrs x \$34.96/hr)	01-1415-1-XXX	\$ 175
	Stipend: (Writing) (11.8 hrs x 10 wks x \$34.96/hr)	01-1415-1-XXX	\$ 4,020
	Stipend: Participant (4) Professional Dev. (4 X \$69.94)	01-1415-1-XXX	\$ 280
	Stipend: Writing Prof.. Dev. Leader (2 X \$69.94)	01-1415-1-XXX	\$ 140
	Stipend: Format all lesson pdfs and post on website (10 X \$69.94)	01-1415-1-XXX	\$ 700
		<b>TOTAL 1000s:</b>	
2000	Classified OT: Budget, Scheduling, Stipend/Payroll processing	01-1415-1-XXX	\$ 522
		<b>TOTAL 2000s:</b>	<b>\$ 522</b>
3000	STRS - Instructional Staff	01-3120-1-XXX	\$ 1,169
	OASDI - Non-Instructional Staff	01-3320-1-XXX	
	Medicare - Non-Instructional Staff	01-3360-1-XXX	
	Unemployment Insurance - Non-Instructional Staff	01-3520-1-XXX	
	Work Comp - Non-Instructional Staff	01-3620-1-XXX	
		<b>TOTAL 3000s:</b>	<b>\$ 1,169</b>
4000	Books (5 sets of 4 books each)	01-4200-1-XXX	\$ 480
	In-house printing	01-4580-1-XXX	\$ 350
	Instructional Supplies	01-4300-1-XXX	\$ 120
	Non-instructional supplies	01-4600-1-XXX	\$ 85
		<b>TOTAL 4000s:</b>	<b>\$ 1,035</b>
5000	Guest speaker/Workshop speaker.	01-5173-1-XXX	
	Conference (Workshop)	01-5270-1-XXX	
	District Events	01-5271-1-XXX	
	Contract serv.	01-5811-1-XXX	
		<b>TOTAL 5000s:</b>	<b>\$ -</b>
6000	New equipment - technology	01-6411-1-XXX	
		<b>TOTAL 6000s:</b>	<b>\$ -</b>
		<b>TOTAL Direct Costs:</b>	<b>\$ 10,000</b>
	Indirect Costs (4%)		\$ 400
		<b>TOTAL BUDGET</b>	<b>\$ 10,400</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: September 28, 2015
Re: Approval of Sub-Agreement between RSCCD and Santiago Canyon College Foundation	
Action: Request for Approval	

**BACKGROUND**

Santiago Canyon College was awarded a grant from the National Science Foundation to implement the “Santiago Canyon College STEM Scholars Academy” project. Through this project scholarships will be awarded to selected SCC STEM majors, who will also benefit from faculty mentors and other student services, in order to increase the number of students who complete STEM majors and transfer, especially among disadvantaged student populations.

**ANALYSIS**

At Santiago Canyon College scholarships are disbursed through the Santiago Canyon College Foundation. Therefore, as the NSF S-STEM grant was awarded to the college an agreement with the Foundation is needed to establish the terms and conditions to allow the Foundation to disburse the S-STEM awards.

The project administrator is Syed Rizvi and the project director is Jeff Wada.

**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: \$521,739.00 (grant funded)	Board Date: September 28, 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  
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
THE SANTIAGO CANYON COLLEGE FOUNDATION**

This Grant Sub-Agreement (hereinafter “Agreement”) is entered into on this 28<sup>th</sup> day of September, 2015, between the Rancho Santiago Community College District on behalf of Santiago Canyon College (hereafter “RSCCD”) and the Santiago Canyon College Foundation (hereinafter “SCCF”). RSCCD and SCCF may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, Santiago Canyon College was awarded a S-STEM grant, award #1458337, (hereinafter “Grant”) to implement the “Santiago Canyon College STEM Scholars Academy” project (hereinafter “Project”) from the National Science Foundation (hereinafter “Prime Sponsor”); and

WHEREAS, SCCF has agreed to participate in the Grant according to the terms and conditions hereinafter set forth; and

WHEREAS, the RSCCD has the right to enter into agreements with outside entities for various services with the approval of its Board;

NOW, THEREFORE the RSCCD and the SCCF do covenant and agree as follows:

**ARTICLE I**

1. **Statement of Work**

As the primary function of this Grant is to award scholarships to eligible STEM majors, and SCCF is responsible for scholarship distribution at Santiago Canyon College, SCCF agrees to oversee scholarship distribution for the S-STEM grant and perform the work described in the 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 1, 2015 through December 31, 2018.

3. **Total Cost**

The total cost to the RSCCD for the performance of this Agreement shall not exceed \$521,739.00 USD, all of which is solely dedicated for student scholarships, as indicated in *Exhibit A*.

4. **Payment**

SCCF will disburse scholarships on a semester basis, in order to ensure that recipients are enrolled full-time. Two weeks prior to disbursement, SCCF will submit a detailed invoice with the list of scholarship recipients for the semester (including student names, ID numbers, annual award amounts, disbursement amounts for the semester, and certification of students’ eligibility) to the project accountant in RSCCD’s Accounting Department. The total amount

of funds for each disbursement will be paid to the SCCF within two weeks after receipt and approval of the invoice.

5. Reporting

The SCCF will provide Project data produced through its performance of the work pertaining to this Agreement to RSCCD as needed to complete project reports required by the Prime Sponsor. Reports are provided on an annual basis: 90 days prior to the end of the performance period for each project year, and 90 days after the final year of the project.

6. Amendments to Project Activities or the Budget

An amendment of this Agreement is required when either party wants to make changes that would affect the outcomes of the Project, the total dollar amount of the Grant, and/or that would add or delete budget categories. The request must be submitted to RSCCD prior to making the desired alteration in the performance or expenditures of the Project. Requests for amendments should be received no later than 75 days before the end of the performance period.

7. Record Keeping

The SCCF 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.

8. Audit

The SCCF agrees that the RSCCD and any other appropriate 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.

9. 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.

10. Subcontract Assignment

None of the duties of, or work to be performed by the SCCF under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person.

12. Termination

Either party may terminate this Agreement, with or without cause upon sixty (60) 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.

13. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be submitted through email or in writing, as follows:

*Rancho Santiago Community College District*

Name: Peter J. Hardash                      Email: Hardash\_Peter@rsccd.edu

*Santiago Canyon College*

Name: Syed Rizvi                              Email: Rizvi\_Syed@sccollege.edu

*Santiago Canyon College Foundation*

Name: John Hernandez                      Email: Hernandez\_John@sccollege.edu

**ARTICLE II**

1. Legal Terms and Conditions

In addition to adhering to the Scope of Work (Exhibit A), the approved Project Application (Exhibit B), the National Science Foundation’s Grant General Terms and Conditions (GC-1) Effective December 26, 2014 (Exhibit C), and the Solicitation (Exhibit D), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted by the Prime Sponsor 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 SCCF with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both parties have signed the agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

THE SANTIAGO CANYON COLLEGE  
FOUNDATION

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: John Hernandez

Title: Business Operations/Fiscal Services

Title: Director, SCC Foundation

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

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

EIN/TIN: 33-0794988  
DUNS: 96-953-1222



List of Exhibits

- Exhibit A     Scope of Work for the Agreement
- Exhibit B     Project Application approved by the funding agency
- Exhibit C     NSF General Grant Terms and Conditions, eff. 12/26/14
- Exhibit D     S-STEM Solicitation

## ***EXHIBIT A***

### **SCOPE OF WORK**

#### **Santiago Canyon College Foundation for the Santiago Canyon College STEM Scholars Academy Project**

##### **1. Develop written procedures to verify and disburse funds to S-STEM students**

According to Federal standards for effective internal controls, and the direction of the Prime Sponsor, SCCF will develop written procedures for verifying student eligibility and disbursing funds to students, and provide a copy to RSCCD's Internal Audit Department.

##### **2. Verify Student Eligibility**

SCCF will confirm that students selected to receive the S-STEM scholarship meet the following criteria:

S-STEM scholarship recipients will be selected by the awardee institution, but must

- be citizens of the United States, nationals of the United States (as defined in section 101(a) of the Immigration and Nationality Act), aliens admitted as refugees under section 207 of the Immigration and Nationality Act, or aliens lawfully admitted to the United States for permanent residence;
- be enrolled full time in a program leading to an associate, baccalaureate, or graduate degree in one of the following disciplines for each term for which a student receives a scholarship.
  - biological sciences (except medicine and other clinical fields);
  - physical sciences, including physics, chemistry, astronomy, and materials science;
  - mathematical sciences;
  - computer and information sciences;
  - geosciences;
  - engineering;
  - technology areas associated with the preceding fields (for example, biotechnology, chemical technology, engineering technology, information technology, etc.) demonstrate academic ability or potential;
- demonstrate financial need, defined for undergraduate students by the US Department of Education rules for need-based Federal financial aid Free Application for Federal Student Aid (FAFSA), or, for graduate students, defined as financial eligibility for Graduate Assistance in Areas of National Need (GAANN). These rules define financial need for undergraduates as the Cost of Attendance (COA) for an institution minus the Estimated Family Contribution (EFC) for the student (see [http://studentaid.ed.gov/students/publications/student\\_guide/index.html](http://studentaid.ed.gov/students/publications/student_guide/index.html)).
- be part of a natural student cohort that is likely to associate during the scholarship period. Students may be from a single major, or from a group that will take several classes together, or from some other group that the proposal describes.

Note: Students must agree to the terms of participation in the STEM Scholars Academy.

##### **3. Disburse Funds to Students**

SCCF will work closely with RSCCD Fiscal Services Office to establish a system to access S-STEM funds in a timely manner. SCCF will disburse S-STEM scholarships to students, according to the written procedures developed for this Agreement.

## ***EXHIBIT A***

### **4. Maintain project records**

SCCF will retain all records that pertain to implementation of the Agreement for at least three years after the project end date (NOTE: not the performance end date of this agreement).

### **5. Provide data and information required for reporting**

The SCCF agrees to provide data and information it has through implementation of this project to Santiago Canyon College or RSCCD as needed to complete project reports, as required by the Prime Sponsor.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

(Board of Trustees)

To: Board of Trustees	Date: September 28, 2015
Re: Approval of Classified Representative to Report at Board Meetings	
Action: Request for Action	

**BACKGROUND**

At the September 14, 2015, board meeting Trustees Arianna Barrios, Claudia Alvarez, and Larry Labrado asked that having a classified representative provide a report at board meetings be placed on the agenda of the next board meeting for discussion. Trustee Alvarez asked that it be an action item.

**RECOMMENDATION**

The board has asked that a classified representative provide a report at board meetings.

Fiscal Impact: None	Board Date: September 28, 2015
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Claudia Alvarez, Vice President, Board of Trustees	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

(Human Resources and Educational Services)

To:	Board of Trustees	Date: September 28, 2015
Re:	First Reading of Board Policies	
Action:	For Information	

**BACKGROUND**

The Board Policy Committee met on September 14, 2015, and reviewed new and existing policies. These policies are now presented for first reading.

**RECOMMENDATION**

These policies are presented for first reading as an information item.

Fiscal Impact: None	Board Date: September 28, 2015
Prepared by: John Didion, Executive Vice Chancellor, Human Resources and Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Resources and Ed. Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

## BP 2745 Board Self-Evaluation

### Reference:

ACCJC Accreditation Standard IV.C.10 (formerly IV.B.1.e & g)

Effective and efficient governing board operations are an integral part of sound policy making and broad oversight that lead to successful educational programs and student learning outcomes. The board is committed to assessing its own performance as a board in order to identify its strengths and areas in which it may improve its functioning in carrying out its responsibilities to the citizens of the Rancho Santiago Community College District.

For its self-evaluation the board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal board operations and performance. Board members shall develop goals which will be used in the self-evaluation process. A self-evaluation instrument will be based on these goals and not goals set for the district. The self-evaluation process shall include the establishment of strategies for improving board performance. Policies and goals will be reviewed and updated for the following year's self-evaluation. The student trustee will participate in the self-evaluation process.

No later than the end of September of every year the Board Policy Committee shall recommend to the full board a self-evaluation instrument and process to be used in board self-evaluation, as well as any changes to the list of individuals who will receive a copy of the instrument. The board shall promptly review and act on these recommendations. Any self-evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, criteria defining board effectiveness as defined by recognized practitioners in the field and any other criteria the board determines would enhance the goal of identifying the board's strengths and areas in which it might improve its functioning.

The board is committed to having an annual self-evaluation meeting no later than ~~November~~ **December**, at a date selected at the board's annual organizational meeting. All trustees will attend this self-evaluation meeting which will be open to the public, and district students, employees, and residents will be encouraged to attend and provide input to the board at the meeting.

Board members will be given the self-evaluation instrument prior to the annual self-evaluation meeting but shall not complete the self-evaluation instrument until after the meeting. The completed and signed instrument shall be submitted to an office designated by the Board President. The results will be tabulated and discussed at the next board meeting. The results will be widely communicated and maintained in the district office. The results will be used to identify accomplishments in the past year and goals for the following year that will be reviewed and updated annually.

Some district students, employees, and residents will, because of their position or regular attendance at board meetings, have some familiarity with internal board operations and performance so as to provide meaningful input to the board in their self-evaluation process. Therefore, prior to the board's self-evaluation meeting, the board shall make available the self-evaluation instrument to a list of individuals which will include but not be limited to the associated student government presidents, presidents of the academic senates, the college presidents, the chancellor, vice chancellors, representatives of the district's employee unions, and community members who serve on the district bond oversight committees or foundations, **5 community members, 5 part-time faculty members, 5 full-time faculty members, 5 administrators, 5 department chairs, 5 students, and 10 members of the classified staff.** Any input from these individuals shall be given and reviewed at the self-evaluation meeting.

In addition, any student, community member, or employee shall be entitled to provide input to the board at the board's self-evaluation meeting.

Revised: ~~October 8, 2012~~ \_\_\_\_\_ (Previously BP9022)

References Updated: March 16, 2015

# **BP 3411      ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (New)**

## **References:**

Section 508 of the Rehabilitation Act of 1973 (29 U.S. Code, Section 794d):

36 CFR, Sections 1194.1, et seq.:

Government Code, Section 11135:

Title 5, Sections 59300, et seq.

Electronic and information technologies (EIT) are a means by which Rancho Santiago Community College District provides information to students, faculty, staff, and other constituents. The need to ensure accessibility to all members of the campus community is critical as more administrative services and learning environments are based on EIT. It is also a part of the District's ongoing commitment to establishing a barrier free learning community, or universal access, to all individuals.

As mandated by federal and state laws and the California Community Colleges Chancellor's Office, it is required that Rancho Santiago Community College District comply with Section 508 Standards to ensure accessibility to EIT for individuals with disabilities. The Chancellor or designee shall act to enforce compliance with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) and its implementing regulations set forth at Title 36 CFR Part 1194.

Also, refer to BP 3720 titled Computer and Network Use and AR 3720 titled Information Resource Use and AR 6365 Contracts – Accessibility of Information Technology.

**Adopted** \_\_\_\_\_

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

September 28, 2015

MANAGEMENT

Employment Agreement/Attachment #1

Becerra, Rosio  
Associate Dean, Student Development  
Student Affairs  
Santa Ana College

Ratification of Resignation/Retirement

Johnson, Douglas  
Director, Information Systems  
Information Technologies Services  
District Office

Effective: December 30, 2015  
Reason: Retirement

Martinez, Erlinda  
President  
Santa Ana College

Effective: June 30, 2016  
Reason: Retirement

FACULTY

CEFA Part-time/Hourly Step Increases Effective Fall 2015/Attachment #2

FARSCCD Beyond Contract/Overload Step Increases Effective Fall 2015/Attachment #3

FARSCCD Part-time/Hourly Step Increases Effective Fall 2015/Attachment #4

Ratification of Resignation/Retirement

Smith, John  
Professor, Mathematics  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: June 2, 2016  
(Last Day in Paid Status)  
Reason: Retirement

Final Placement

Vasquez, Michelle  
Assistant Professor, Nursing  
Science, Math & Health  
Sciences Division  
Santa Ana College

Effective: August 17, 2015  
Final Placement: V-7 \$75,965.87/Yr.  
(Requisition #AC15-0434)



**FACULTY (CONT'D)**

Adjustment to Final Placement

Corp, Richard  
Assistant Professor, Mathematics  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Effective: August 17, 2015  
Placement: III-11 \$80,593.53/Yr.  
(Requisition #AC15-0420#02)

Changes of Assignment

Gonzalez, Adrianna  
From: Assistant Professor, Adult Basic Education  
To: Assistant Professor (50%), Adult Basic  
Education/Coordinator (50%), Basic Skills  
Continuing Education Division  
Santa Ana College

Effective: August 24, 2015  
Salary Placement: VI-9 \$83,597.94/Yr.  
(No Change/No Stipend)

Miller, Renee  
From: Professor/Coordinator, Acquired Brain  
Injury/Communication Disabilities  
To: Professor/Coordinator, DSPS  
Disabled Students Programs & Services  
Student Services  
Santa Ana College

Effective: July 1, 2015  
Salary Placement: V-16 \$98,354.11/Yr.  
(No Change to Base Pay)  
Stipend: \$1,000.00/Yr.-Coordination

Patton, Carrie  
From: Assistant Professor, High School Subjects  
To: Assistant Professor (50%), High School  
Subjects/Coordinator (50%), Basic Skills  
Continuing Education Division  
Santa Ana College

Effective: August 24, 2015  
Salary Placement: IV-13 \$88,234.92/Yr.  
(No Change to Base Pay/No Stipend)

Change of Assignment/Location

Aguilera, Yolanda  
Master Teacher  
From: SAC East Child Development Center  
To: CEC Child Development Center  
Child Development Services  
District Office

Effective: September 8, 2015  
Salary Placement: MT/BA-12 \$47,897.49/Yr.  
(No Change to Base Pay)  
Remove Stipend: \$300/Mo.-Assistant Director  
Add Stipend: \$500/Mo.-Site Supervisor

**FACULTY (CONT'D)**

*Change of Assignment/Voluntary Reduction of Workload*

Salgado, Susana  
From: Associate Professor/Psychologist/  
Coordinator, Psychological Services  
To: Associate Professor/Psychologist (80%)  
Disabled Students Programs & Services  
Student Services  
Santa Ana College

Effective: July 1, 2015 – June 30, 2016  
Salary Placement: VII-14 \$108,412.27/Yr.  
(No Change to Base Pay/No Stipend)

*Contract Extension Days*

Nyssen, Adam  
Assistant Coach, Football  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: July 1, 2015 – June 30, 2016  
Contract Extension Rate: IV-10 \$403.83/Day

*Stipends*

Foley, Denise  
Biology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: September 11, 2015  
Amount: \$360.00  
Reason: Staff Development  
(Project #1679)

Hager, Benjamin  
Mathematics  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Effective: August 10, 2015  
Amount: \$500.00  
Reason: Workshop (Project #1030)

*Part-time Hourly New Hires/Rehires*

Alexander, Anne  
Instructor, ESL  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: September 09, 2015  
Hourly Lecture Rate: II-2 \$43.90

Barrios, Blanca  
Instructor, Vocational/Business Skills  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: September 05, 2015  
Hourly Lecture Rate: I-2 \$42.83

Cooke, Ryan G  
Instructor, Fire Technology (equivalency)  
Human Services & Technology Division  
Santa Ana College

Effective: September 21, 2015  
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

**FACULTY (CONT'D)**

*Part-time Hourly New Hires/Rehires (cont'd)*

Fenwick, Randolph W  
Instructor, HSS/Bridge/Human Anatomy  
Continuing Education Division (CEC)  
Santa Ana College

Effective: September 8, 2015  
Hourly Lecture Rate: I-2 \$42.83

Khan, Akmal  
Instructor, Criminal Justice/CPR  
Human Services & Technology Division  
Santa Ana College

Effective: September 28, 2015  
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

Marinoff, Michael R  
Instructor, Vocational/Business Skills  
Continuing Education Division (CEC)  
Santa Ana College

Effective: September 28, 2015  
Hourly Lecture Rate: II-2 \$43.90

Nadeau, Kevin M  
Instructor, Criminal Justice (equivalency)  
Human Services & Technology Division  
Santa Ana College

Effective: September 21, 2015  
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

Rodriguez-Palafox, Robert  
Instructor, Criminal Justice/Property Crimes  
Human Services & Technology Division  
Santa Ana College

Effective: September 21, 2015  
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

Rojas, Nelida F  
Instructor, HSS/Bridge/Biology  
Continuing Education Division (CEC)  
Santa Ana College

Effective: September 8, 2015  
Hourly Lecture Rate: II-2 \$43.90

Sirgy, Michelle L  
Instructor, HSS/Bridge/Spanish  
Continuing Education Division (CEC)  
Santa Ana College

Effective: September 8, 2015  
Hourly Lecture Rate: II-4 \$46.13

Tharani, Deepa  
Counselor  
Continuing Education Division (CEC)  
Santa Ana College

Effective: September 2, 2015  
Hourly Rate: II-2 \$37.31

**FACULTY (CONT'D)**

*Non-paid Instructors of Record*

Bray, Elizabeth  
Instructor, Fire Technology (equivalency)  
CA State Parks/Lifeguard  
Human Services & Technology Division  
Santa Ana College

Effective: September 14, 2015

Maldonado, Eliasar  
Instructor, Fire Technology (equivalency)  
Costa Mesa Fire Department  
Human Services & Technology Division  
Santa Ana College

Effective: September 21, 2015

*Non-paid Intern Service*

McKibbon, Alison  
Internship: Athletic Training  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: January 4, 2016 – May 31, 2016  
College Affiliation: Humboldt State University  
Discipline: Kinesiology

Perez, Christopher  
Internship: Student Services  
Student Development  
Santiago Canyon College

Effective: September 29, 2015 – June 30, 2016  
College Affiliation: CSU, Long Beach  
Discipline: Student Development in Higher Education

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Rosio Becerra** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”
2. **Position.** District hereby employs Administrator in the position of **Associate Dean, Student Development, Student Affairs for Santa Ana College** (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.
3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **September 28, 2015** and ending **June 30, 2017**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$106,600.00** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California

in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the

Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

\_\_\_\_\_  
For District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



**CEFA PART TIME/HOURLY FACULTY STEP INCREASES**

ATTACHMENT #2

Effective Fall 2015

LAST NAME	FIRST NAME	LOC	GRADE	NEW STEP	NEW RATE
Duckworth	Lawrence	CEC	2	3	\$45.00
Gonzales	Jenna	CEC	1	3	\$43.90
Jamir II	Joy	CEC	1	3	\$43.90
Krmpotich	Robert	CEC	2	3	\$45.00
Samuel	Chryсна	CEC	2	3	\$45.00
Tlaseca	Steve	CEC	1	3	\$43.90
Collier	Myla	OEC	2	3	\$45.00
McCabe	Patricia	OEC	2	3	\$45.00
Pederson	Blake	OEC	2	3	\$45.00
Schultz	Jody	OEC	1	3	\$43.90
Truong	Vietly	OEC	1	3	\$43.90

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**FARSCCD BEYOND CONTRACT/OVERLOAD STEP INCREASES**  
*Effective Fall 2015*

ATTACHMENT #3

LAST NAME	FIRST NAME	DIVISION	LOC	CLASS	STEP	LHE	.90 LHE	.85 LHE	.5 LHE
Baquero	Jaymie	Kinesiology, Health & Athletics	SAC	II	4	\$59.62	\$53.67	n/a	\$29.82
Buechler	Michael	Human Services & Technology	SAC	II	4	\$59.62	\$53.67	n/a	\$29.82
Campbell	Alondo	Humanities & Social Sciences	SAC	IV	5	\$69.02	\$62.12	n/a	\$34.51
English	Noemi	Human Services & Technology	SAC	II	4	\$59.62	\$53.67	n/a	\$29.82
Funaoka	Marygrace	Human Services & Technology	SAC	IV	4	\$65.73	\$59.16	n/a	\$32.87
Gonzalez	Haydee	Counseling	SAC	III	5	\$65.73	\$59.16	\$55.88	\$32.87
Higgins	Conor	Humanities & Social Sciences	SAC	III	5	\$65.73	\$59.16	n/a	\$32.87
Jang	Charles	Science, Math, & Health Science	SAC	IV	4	\$65.73	\$59.16	n/a	\$32.87
Knight	Annie	Fine & Performing Arts	SAC	II	4	\$59.62	\$53.67	\$50.68	\$29.82
Moore	George	Human Services & Technology	SAC	III	5	\$65.73	\$59.16	n/a	\$32.87
Nyssen	Adam	Kinesiology, Health & Athletics	SAC	IV	5	\$69.02	\$62.12	n/a	\$34.51
Patton	Carrie	Continuing Education	CEC	IV	5	\$69.02	\$62.12	n/a	\$34.51
Romero	Martin	Science, Math, & Health Science	SAC	IV	4	\$65.73	\$59.16	n/a	\$32.87
Rudd	James	Human Services & Technology	SAC	II	4	\$59.62	\$53.67	n/a	\$29.82
Taylor	Michael R.	Fine & Performing Arts	SAC	IV	4	\$65.73	\$59.16	n/a	\$32.87
Turner	Mark	Student Services	SAC	IV	4	\$65.73	\$59.16	n/a	\$32.87
Walczak	Katharine	Humanities & Social Sciences	SAC	IV	4	\$65.73	\$59.16	n/a	\$32.87

Board Approval: 09/28/15  
 Prepared by Penny Wilkerson, Human Resources

FARSCCD PART-TIME/HOURLY FACULTY STEP INCREASES

ATTACHMENT #4

Effective Fall 2015

LAST NAME	FIRST NAME	DIVISION	COLUMN	NEW STEP	NEW LAB_NI RATE	NEW LAB RATE	NEW LEC RATE
Acevedo	Cristina	SAC Humanities and Social Sciences	2	4	\$50.68	\$53.67	\$59.62
Acuna	Susana	SAC Science, Math, & Health Scienc	2	4	\$50.68	\$53.67	\$59.62
Alcala	Matthew	SAC Humanities and Social Sciences	2	4	\$50.68	\$53.67	\$59.62
Allington	Robin	SAC Business Division	3	4	\$53.21	\$56.35	\$62.60
Alonzo	Joseph	SAC Student Services	2	5	\$53.21	\$56.35	\$62.60
Alvarado	Jennifer	SAC Business Division	2	4	\$50.68	\$53.67	\$59.62
Andreasen	Keith	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Aschidamini	Brooke	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Aubuchon	Candice	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Babbitt	Randall	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Backman	Jolene	SCC Math & Science	2	4	\$50.68	\$53.67	\$59.62
Banks	Glen	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Barajas	Olivia	SAC Counseling Division	2	4	\$50.68	\$0.00	\$59.62
Barbre	Jean	SCC Career Education	3	4	\$53.21	\$56.35	\$62.60
Barker	John	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Barnes	Donald	SAC Human Services & Technology	3	4	\$53.21	\$56.35	\$62.60
Barraza	Gregory	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Barrett	Erin	SAC Science, Math, & Health Scienc	2	5	\$53.21	\$56.35	\$62.60
Basrai	Shabbir	SCC Career Education	2	5	\$53.21	\$56.35	\$62.60
Beeney	Joshua	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Benavidez	Judith	SAC Counseling Division	2	4	\$50.68	\$0.00	\$59.62
Benner	Michael	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Beyene	Aemiro	SCC Math & Science	2	5	\$53.21	\$56.35	\$62.60
Boyd	Michael	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Brenish	Shana	SAC Humanities and Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Broadhead	Bradley	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Brown	Robert	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Carr	Brennan	SAC Business Division	3	5	\$55.88	\$59.16	\$65.73
Castro	Victoria	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Chaiprasert	Kenneth	SAC Humanities and Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Cheetham	David	SAC Humanities and Social Sciences	3	5	\$55.88	\$59.16	\$65.73
Clark	Aaron	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Clatterbuck	Shelby	SCC Career Education	3	4	\$53.21	\$56.35	\$62.60
Clements	Alice	SAC Fine & Performing Arts	2	4	\$50.68	\$53.67	\$59.62
Cohen	Herbert	SCC Math & Science	2	4	\$50.68	\$53.67	\$59.62
Colantonio	Sandra	SAC Humanities and Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Conroy	Daniel	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Copeland	Bertrand	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Cummings	Christine	SCC Library, Fine & Performing Art	2	5	\$53.21	\$56.35	\$62.60
Dahl	Angela	SAC Humanities and Social Sciences	2	4	\$50.68	\$53.67	\$59.62
Davis	Eric	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Davis	Tamara	SAC Student Services	1	5	\$50.68	\$53.67	\$59.62
Dee	Michael	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Digiovanni	Elizabeth	SAC Fine & Performing Arts	2	5	\$53.21	\$56.35	\$62.60
Dinh	Amber	SAC Student Services	2	5	\$53.21	\$56.35	\$62.60
Domke	Kirk	SAC Science, Math, & Health Scienc	3	4	\$53.21	\$56.35	\$62.60
DUONG	CHRISTINA	SAC Student Services	2	4	\$50.68	\$53.67	\$59.62
Duran	Manuel	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Dutz	Kay	Math & Science Adm - SCC	3	5	\$55.88	\$59.16	\$65.73
Dyer	Kathryn	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Eidenmuller	Heather	SCC Math & Science	2	5	\$53.21	\$56.35	\$62.60
Esko	Teddi	SCC Math & Science	2	5	\$53.21	\$56.35	\$62.60
Fantozzi	Joanna	SAC Science, Math, & Health Scienc	2	5	\$53.21	\$56.35	\$62.60
Farrell	Jessica	SCC Career Education	1	4	\$48.27	\$51.11	\$56.79
Fenton	Jamie	SAC Humanities and Social Sciences	4	4	\$55.88	\$59.16	\$65.73
Fernandez	Luis	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
France	Neil	SAC Fine & Performing Arts	2	4	\$50.68	\$53.67	\$59.62
Fuentes	Wilma	SAC Science, Math, & Health Scienc	2	5	\$53.21	\$56.35	\$62.60
Fuentes Sanchez	Antonio	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Gallo	Samantha	SCC Math & Science	2	5	\$53.21	\$56.35	\$62.60
Ganong	Billie	SAC Student Services	3	5	\$55.88	\$59.16	\$65.73

FARSCCD PART-TIME/HOURLY FACULTY STEP INCREASES

Effective Fall 2015

LAST NAME	FIRST NAME	DIVISION	COLUMN	NEW STEP	NEW LAB_RATE	NEW LAB_RATE	NEW LEC_RATE
Gardner	Robert	SAC Human Services & Technology	2	5	\$53.21	\$56.35	\$62.60
Garrett	Levi	SAC Human Services & Technology	2	5	\$53.21	\$56.35	\$62.60
Germo	Gary	SAC Humanities and Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Ghafoori	Mahtab	SAC Science, Math, & Health Scienc	2	4	\$50.68	\$53.67	\$59.62
Gilbert	Cynthia	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Giron	Carlos	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Gonzalez	Haydee	SAC Counseling Division	2	5	\$53.21	\$0.00	\$62.60
Gotschall	Brook	SAC Business Division	4	5	\$58.67	\$62.12	\$69.02
Gotschall	Noriko	SAC Counseling Division	2	4	\$50.68	\$0.00	\$59.62
Graham	Thomas	SAC Human Services & Technology	2	5	\$53.21	\$56.35	\$62.60
Griffin	Nora	SCC Humanities & Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Griffin	William	SAC Human Services & Technology	2	5	\$53.21	\$56.35	\$62.60
Guarneri	James	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Gutierrez	Erika	SCC Humanities & Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Hahn	Jeremy	SAC Fine & Performing Arts	2	5	\$53.21	\$56.35	\$62.60
Ham	Eric	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Hammack	Joshua	SCC Humanities & Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Harder	Stephan	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Harker	Katherine	SCC Math & Science	4	4	\$55.88	\$59.16	\$65.73
Hart	Alison	SAC Fine & Performing Arts	2	4	\$50.68	\$53.67	\$59.62
He	Lin	SAC Science, Math, & Health Scienc	2	4	\$50.68	\$53.67	\$59.62
Henery	James	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Hernandez	Mark	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Herrera Gil	Diana	SCC Math & Science	2	4	\$50.68	\$53.67	\$59.62
Hibbard	Jason	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Higgins	Conor	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Ho	Huong	SCC Student Services	2	4	\$50.68	\$53.67	\$59.62
Hoekstra	Thomas	SAC Business Division	2	4	\$50.68	\$53.67	\$59.62
Holland	Cynthia	SAC Business Division	2	4	\$50.68	\$53.67	\$59.62
Howell	Sean	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Hsiao	John	SCC Humanities & Social Sciences	2	4	\$50.68	\$53.67	\$59.62
Huynh	Jordan	SAC Counseling Division	4	4	\$55.88	\$0.00	\$65.73
Ibarra	Ruben	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Jasper	Brent	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Jimenez	Irwing	SAC Humanities and Social Sciences	2	4	\$50.68	\$53.67	\$59.62
Kao	Tyng	SAC Business Division	2	4	\$50.68	\$53.67	\$59.62
Kehlenbach	Emil	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Kelly	Mark	SAC Kinesiology, Health & Athletic	3	4	\$53.21	\$56.35	\$62.60
Kibbe	Joseph	SCC Math & Science	2	5	\$53.21	\$56.35	\$62.60
Kiger	Chris	SCC Student Services	2	4	\$50.68	\$53.67	\$59.62
Kim	Jane	SCC Library, Fine & Performing Art	2	5	\$53.21	\$56.35	\$62.60
Kleinsmith	Paul	SCC Career Education	1	5	\$50.68	\$53.67	\$59.62
Kowsari	Ali	SAC Business Division	3	4	\$53.21	\$56.35	\$62.60
Kuznetsov	Kira	SCC Math & Science	2	5	\$53.21	\$56.35	\$62.60
Labb	Gary	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Lang	Craig	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Lange	Kelli	SAC Student Services	1	5	\$50.68	\$53.67	\$59.62
Le	Khoa	SAC Business Division	2	4	\$50.68	\$53.67	\$59.62
Le	Sunny	SAC Science, Math, & Health Scienc	2	4	\$50.68	\$53.67	\$59.62
Leahy	Sheryl	SAC Science, Math, & Health Scienc	1	5	\$50.68	\$53.67	\$59.62
Ledbetter	Christopher	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Lee	Sunyoung	SAC Counseling Division	3	4	\$53.21	\$0.00	\$62.60
Lim	Lissa	SCC Humanities & Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Lim	Peter	SCC Math & Science	2	4	\$50.68	\$53.67	\$59.62
Lingren	Stephanie	SAC Student Services	2	5	\$53.21	\$56.35	\$62.60
Linnell	Janneth	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Lopez Garcia	Luciano	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Macias	Victor	SAC Business Division	1	4	\$48.27	\$51.11	\$56.79
Madrigal	Gerardo	SAC Science, Math, & Health Scienc	2	4	\$50.68	\$53.67	\$59.62
Maertzheimer Laney	Marianne	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Malinis	Bryan	SAC Fine & Performing Arts	2	4	\$50.68	\$53.67	\$59.62

FARSCCD PART-TIME/HOURLY FACULTY STEP INCREASES

ATTACHMENT #4

Effective Fall 2015

LAST NAME	FIRST NAME	DIVISION	COLUMN	NEW STEP	NEW LAB_RATE	NEW LAB_RATE	NEW LEC_RATE
Martinez	Elaine	SCC Math & Science	2	4	\$50.68	\$53.67	\$59.62
Mata	Cynthia	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Matsumiya	Teresa	SCC Math & Science	2	4	\$50.68	\$53.67	\$59.62
McMath	Lisa	SAC Science, Math, & Health Scienc	3	5	\$55.88	\$59.16	\$65.73
Mehr	Mihaela	SAC Humanities & Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Mier	Nicole	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Mijares	Jackie	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Minnicucci	Katherine	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Mortezavi	Siavash	SAC Science, Math, & Health Scienc	2	4	\$50.68	\$53.67	\$59.62
Nead	Rachel	SCC Library, Fine & Performing Art	2	4	\$50.68	\$53.67	\$59.62
Neumann	Brent	SAC Science, Math, & Health Scienc	2	4	\$50.68	\$53.67	\$59.62
Nguyen	Diem	SAC Counseling Division	2	5	\$53.21	\$0.00	\$62.60
Nguyen	Hoang	SAC Fine & Performing Arts	3	5	\$55.88	\$59.16	\$65.73
Nguyen	Huy	SAC Business Division	2	4	\$50.68	\$53.67	\$59.62
Nighswonger	Dave	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Noriega	Jennette	SAC Counseling Division	2	4	\$50.68	\$0.00	\$59.62
Olmos	Robert	SCC Student Services	2	4	\$50.68	\$53.67	\$59.62
Ortiz	Rebecca	SAC Counseling Division	3	5	\$55.88	\$0.00	\$65.73
Pacier	Phillip	SCC Library, Fine & Performing Art	2	5	\$53.21	\$56.35	\$62.60
Parillo	Michael	SAC Humanities and Social Sciences	3	4	\$53.21	\$56.35	\$62.60
Parra	Susan	SAC Kinesiology, Health & Athletic	1	4	\$48.27	\$51.11	\$56.79
Patel	Palak	SCC Student Services	3	4	\$53.21	\$56.35	\$62.60
Pelle	Matthew	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Peraza	Daniel	SCC Student Services	2	4	\$50.68	\$53.67	\$59.62
Peterson	Caitlin	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Peterson	Robert	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Pineda	Maribel	SAC Counseling Division	2	4	\$50.68	\$53.67	\$59.62
Plascencia	Moises	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Propst	Thomas	SCC Career Education	1	5	\$50.68	\$53.67	\$59.62
Ramedani	Parvin	SAC Science, Math, & Health Scienc	3	4	\$53.21	\$56.35	\$62.60
Ramirez	Yvette	SAC Fine & Performing Arts	2	4	\$50.68	\$53.67	\$59.62
Redinger	Michelle	SCC Math & Science	2	4	\$50.68	\$53.67	\$59.62
Revere	Christopher	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Rhodes	Ronald	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Risko	Gregory	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Robertshaw	Manon	SAC Fine & Performing Arts	2	5	\$53.21	\$56.35	\$62.60
Robinson	Karen	SAC Human Services & Technology	3	5	\$55.88	\$59.16	\$65.73
Robles	Mario	SAC Science, Math, & Health Scienc	3	5	\$55.88	\$59.16	\$65.73
Roel	Carlos	SAC Human Services & Technology	3	5	\$55.88	\$59.16	\$65.73
Salyer	Kimberly	SAC Fine & Performing Arts	3	4	\$53.21	\$56.35	\$62.60
Sandoval-Martinez	Martha	SAC Science, Math, & Health Scienc	2	5	\$53.21	\$56.35	\$62.60
Schleiger	Ryan	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Scott	Stephanie	SAC Student Services	2	5	\$53.21	\$56.35	\$62.60
Short	William	SAC Fine & Performing Arts	2	5	\$53.21	\$56.35	\$62.60
Smith	Dana-Jean	SCC Library, Fine & Performing Art	2	4	\$50.68	\$53.67	\$59.62
Solon	Deborah	SAC Fine & Performing Arts	3	5	\$55.88	\$59.16	\$65.73
Soto	Mario	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Spies	Barbara	SAC Student Services	2	4	\$50.68	\$53.67	\$59.62
Springer	Brian	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Stanfield	Alexa	SAC Humanities and Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Stevens	Hayley	SAC Human Services & Technology	2	5	\$53.21	\$56.35	\$62.60
Suarez	Christine	SAC Fine & Performing Arts	2	4	\$50.68	\$53.67	\$59.62
Supat	Wihok	SAC Business Division	3	4	\$53.21	\$56.35	\$62.60
Tavale	Napoleon	SAC Fine & Performing Arts	2	5	\$53.21	\$56.35	\$62.60
Teeples	James	SAC Human Services & Technology	2	5	\$53.21	\$56.35	\$62.60
Thomas	Bryan	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Todaro Vorsheck	Diana	SAC Business Division	3	4	\$53.21	\$56.35	\$62.60
Tolentino	Justin	SAC Science, Math, & Health Scienc	2	5	\$53.21	\$56.35	\$62.60
Triggs	Phillip	SAC Fine & Performing Arts	2	5	\$53.21	\$56.35	\$62.60
Tuttle	Valerie	SCC Humanities & Social Sciences	2	4	\$50.68	\$53.67	\$59.62
Ubierna	Ana	SAC Humanities and Social Sciences	3	4	\$53.21	\$56.35	\$62.60

**FARSCCD PART-TIME/HOURLY FACULTY STEP INCREASES**

ATTACHMENT #4

Effective Fall 2015

LAST NAME	FIRST NAME	DIVISION	COLUMN	NEW STEP	NEW LAB_NI RATE	NEW LAB RATE	NEW LEC RATE
Urwin	Derek	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Van Andel	Thomas	SAC Human Services & Technology	1	5	\$50.68	\$53.67	\$59.62
Vargas	Jennifer	SCC Student Services	2	5	\$53.21	\$56.35	\$62.60
Vermillion	Mark	SAC Humanities and Social Sciences	2	4	\$50.68	\$53.67	\$59.62
Viersen	Al	SAC Business Division	3	5	\$55.88	\$59.16	\$65.73
Vo	Kiet	SCC Math & Science	2	4	\$50.68	\$53.67	\$59.62
Walker	Kathryn	SCC Humanities & Social Sciences	2	5	\$53.21	\$56.35	\$62.60
Wann	Ryan	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Warren	Douglas	SAC Human Services & Technology	1	4	\$48.27	\$51.11	\$56.79
Wietstock	Cathleen	SAC Human Services & Technology	3	4	\$53.21	\$56.35	\$62.60
Williamson	Kai	SAC Business Division	2	5	\$53.21	\$56.35	\$62.60
Woo	Marissa	SAC Human Services & Technology	2	4	\$50.68	\$53.67	\$59.62
Young	Scott	SAC Fine & Performing Arts	2	5	\$53.21	\$56.35	\$62.60
*Soto	Maria	SAC Science, Math, & Health Scienc	1	4	\$48.27	\$51.11	\$0.00
*Step Increase Effective 02/02/15							

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
SEPTEMBER 28, 2015**

**CLASSIFIED**New Appointment

Negron, Victor	Effective: September 8, 2015
Payroll Specialist (CL15-0670)	Grade 11, Step 6 \$55,614.86
Payroll/ District	

Hourly OnGoing to Contract

Diaz, Ana	Effective: September 28, 2015
From: Admin. Clerk/ Admin. Services/ SAC	Grade 11, Step 1 + 3PG (750) \$43,608.46
To: Special Projects Specialist (CL15-0676) Academic Affairs/ SAC	

Professional Growth Increments

Gonzalez, Araceli	Effective: October 1, 2015
General Office Clerk/ School of Continuing Education/ SAC	Grade 3, Step 6 + 2PG (1000) \$41,911.37
Waldren, William	Effective: October 1, 2015
Student Services Coordinator/ Counseling/ SCC	Grade 15, Step 6 + 4PG (2000) \$70,536.88

Out of Class Assignment

Cabrera, Anabelle	Effective: 09/01/15 – 06/30/16
Business Systems Analyst/ ITS/ District	Grade 15, Step 1 \$62,138.61
Duenas, Veronica	Effective: 08/31/15 – 09/11/15
Human Resources Analyst/ HR/ District	Grade L, Step 1 \$64,133.36
Duenez, Patricia	Effective: 09/01/15 – 06/30/16
Executive Secretary/ Ed. Services/ District	Grade 14, Step 1 + 2.5%Bil \$52,105.86
Garcia, Elvia	Effective: 09/01/15 – 06/30/16
Executive Secretary/ HR/ District	Grade 14, Step 5 + 2.5%L \$63,396.30

Out of Class Assignment cont'd

Kehler, Jason	Effective: 08/24/15 – 12/13/15
Assistant Director Athletics & Sports Information	02/08/16 – 06/05/16
<i>Supervisory</i>	Grade I, Step 1 \$74,847.35

Change in Position

Dulalas, Luminacion	Effective: September 21, 2015
From: Sr. Adm. Rec. Spec.	Grade 15, Step 3 + 7.5%L + 5PG(2500)
To: Admin. Records Tech. Spec. (CL15-0673)/ Admissions/ SCC	\$66,143.14

Kay, Trevor	Effective: September 8, 2015
From: Adminssions/Records Specialist III/ SAC	Grade 10, Step 5 + 5%L + 6PG (1750)
To: Student Services Specialist (CL15-0620) Counseling/ SAC	\$65,968.64

Recinos, Theresa	Effective: September 17, 2015
From: Bookstore Buyer/SCC	Grade 10, Step 6 + 7.5%L + 2PG (1000)
To: Auxiliary Services Specialist (CL15-0863) Auxiliary Services/ SAC	\$58,210.05

Ratification of Resignation/Retirement

Ceniceros, Carmella	Effective: September 25, 2015
Admissions & Records Spec. I/ School of Continuing Education/ SAC	Reason: Retirement

Hernandez, Nidia	Effective: August 28, 2015
Research Analyst/ Counseling/ SAC	Reason: Resignation

Hohnstein, Brenda	Effective: September 14, 2015
Community Services Coord. II/ SCC	Reason: Resignation

**CLASSIFIED HOURLY**

New Appointments

Collins, Donna	Effective: September 15, 2015
Instructional Center Tech. (CL15-0613)	19 Hours/Week 12 Months/Year
Arts, Humanities & Soc. Sci/ SCC	Grade 7, Step A \$17.62/Hour



**CLASSIFIED HOURLY cont'd**

New Appointments

Felipe, Robert Instructional Assistant (CL15-0708) Continuing Educ./ SCC	Effective: August 31, 2015 Up to 19 Hours/Week School Session Grade 5, Step A \$16.35/Hour
Garcia Sanchez, Juan Carlos Instructional Assistant (CL15-0649) School of Continuing Education/ SAC	Effective: September 1, 2015 Up to 19 Hours/Week School Session Grade 5, Step A + 2.5%Bil \$16.76/Hour
Garcia, Francisco Instructional Assistant (CL15-0662) Continuing Educ./ SCC	Effective: September 2, 2015 Up to 19 Hours/Week School Session Grade 5, Step A \$16.35/Hour

Temporary to Hourly On Going

Gamboa, Dillon Senior Clerk (CL15-0655) Continuing Educ./ SCC	Effective: August 31, 2015 19 Hours/Week 12 Months/year Grade 8, Step A \$18.33/Hour
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Out of Class Assignment

Gamboa, Dillon Sr. Account Clerk/ Continuing Educ./ SCC	Effective: 09/15/15 – 12/19/15 Grade 10, Step A \$19.97/Hour
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Change in Position

Aguirre, Marysol From: Instructional Assistant/ Continuing Ed./ SCC To: Admissions & Records Spec. I (CL15-0611) School of Continuing Education/ SAC	Effective: September 14, 2015 19 Hours/Week 12 Month/Year Grade 6, Step A + 2.5% Bil \$17.37/Hour
Benavidez, Judith From: Transfer Center Specialist To: Student Services Coord. (CL15-0622) Counseling/ SAC	Effective: August 26, 2015 19 Hours/Week 12 Month/Year Grade 15, Step A \$25.72/Hour

Change in Position cont'd

Conway, Chris  
Instructional Assistant  
From: Up to 19 Hours/Week School  
Session  
To: Up to 19 Hours/Week 12 Month/year  
(CL15-0683) Business Div./ SAC  
Effective: September 16, 2015  
Up to 19 Hours/week 12 Month/Year  
Grade 5, Step A + 5%L + 7PG (1750)  
\$17.17/hour + \$145.83/Mo. PG

Macias, Jazmin  
From: Cashier/ Bookstore/SCC  
To: Sr. Cashier (CL15-0686)  
Bookstore/SAC  
Effective: September 14, 2015  
19 Hours/Week 12 Months/Year  
Grade 6, Step A \$16.74/Hour

Ratification of Resignation/Retirement

Barrios, Blanca  
Instructional Assistant/ Continuing Educ./  
SCC  
Effective: September 4, 2015  
Reason: Resignation

Crenshaw, Stephen  
Instructional Assistant/ School of  
Continuing Education/ SAC  
Effective: September 9, 2015  
Reason: Resignation

Osea, Mark  
Learning Facilitator / Math & Science/  
SCC  
Effective: August 31, 2015  
Reason: Resignation

Velez, Juan  
Student Activities Specialist/ Continuing  
Educ./ SCC  
Effective: September 15, 2015  
Reason: Resignation

Zeinali, Sanam  
Learning Facilitator / Math & Science/  
SCC  
Effective: September 9, 2015  
Reason: Resignation

**TEMPORARY ASSIGNMENT**

Lambing, Cora  
Senior Clerk/ Human Resources/ District  
Effective: 09/29/15 – 12/31/15  
Grade 8, Step A \$18.33

**TEMPORARY ASSIGNMENT cont'd**

Nava, Crystal  
Admin. Records Spec. I/ Continuing Ed./  
SCC  
Effective: 09/29/15 – 06/30/16

*Additional Hours for On Going Assignment*

Ferrari, Edward  
Instructional Assistant/ Continuing Ed./  
SCC  
Effective: 08/31/15 – 06/30/16  
Not to exceed 19 consecutive days in any  
given period.

Flores, Maria  
Instructional Assistant/ Continuing Ed./  
SCC  
Effective: 08/31/15 – 06/30/16  
Not to exceed 19 consecutive days in any  
given period.

Martinez Escutia, Jazmin  
Instructional Assistant/ Continuing  
Ed./SCC  
Effective: 08/31/15 – 06/30/16  
Not to exceed 19 consecutive days in any  
given period.

Trujillo, Gloria  
Admin. & Records Spec I/ Continuing  
Ed./ SCC  
Effective: 08/31/15 – 06/30/16  
Not to exceed 19 consecutive days in any  
given period.

**MISCELLANEOUS POSITIONS**

Avina, Lucila  
Child Dev. Intern II/ Child Dev. Services/  
SAC  
Effective: 09/02/15 – 06/30/16

Gaspar Don Juan, Ana  
Child Dev. Intern I/ Child Dev. Services/  
CEC  
Effective: 09/01/15 - 06/30/16

Imfeld, Patrick  
Coaching Assistant/ Kinesiology/ SCC  
Effective: 09/16/15

Kendrick, Marc  
Coaching Assistant/ Kinesiology/ SAC  
Effective: 08/31/15

Kim Yen, Gil  
Community Services Presenter/ SCC  
Effective: 10/15/15

**MISCELLANEOUS POSITIONS cont'd**

Lopez, Wendy Child Dev. Intern I/ Child Dev. Services/ CEC	Effective: 09/01/15 – 06/30/16
Mendoza, Jamie Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 09/02/15 – 06/30/16
Smith, Roberta Community Services Presenter/ Commjunity Services/ SCC	Effective: 09/17/15
Truong, Lee Lee Community Services Presenter/ SCC	Effective: 09/14/15
Watts, Shawn Coaching Assistant/ Kinesiology/ SAC	Effective: 09/01/15

**VOLUNTEERS**

Bory, Reaksa Student Volunteer/ Student Support Services/ SAC	Effective: 09/29/15 – 06/30/16
Chavarria, Rosa Student Volunteer/ Student Support Services/ SAC	Effective: 09/29/15 – 06/30/16
Hernandez, Michelle Student Volunteer/ Student Support Services/ SAC	Effective: 09/29/15 – 06/30/16
Lucero, John Non Student/ Kinesiology/ SAC	Effective: 09/29/15 – 06/30/16
Pozo Lopez, Alex Non Student/ Kinesiology/ SCC	Effective: 09/29/15 – 06/30/16

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST  
2015/2016**

Almero, Leonard Steven-Chesney	Effective: 08/31/15-06/30/16
Arreola, Vicente Servin	Effective: 09/02/15-06/30/16
Bustamante, Armando	Effective: 08/27/15-06/30/16
Castellon, Vanessa	Effective: 09/08/15-06/30/16
Castillo, Monica Yanire	Effective: 08/31/15-06/30/16
Celedon, Maria Guadalupe	Effective: 08/31/15-06/30/16
Coria, Juan	Effective: 08/31/15-06/30/16
Cruz, Mathew Aaron	Effective: 09/01/15-06/30/16
Doan, Linh Thi My	Effective: 08/27/15-06/30/16
Gomez, Diana Ruby	Effective: 09/08/15-06/30/16
Gomez, Sandy	Effective: 09/01/15-06/30/16
Gonzalez, Nancy Nohemi	Effective: 08/26/15-06/30/16
Herrera, Alejandro	Effective: 08/31/15-06/30/16
Hurtado, Nancy V	Effective: 09/01/15-06/30/16
Le, Chuong The	Effective: 08/26/15-06/30/16
Le, Dung Thi Kieu	Effective: 08/26/15-06/30/16
Lucas, Leslie	Effective: 09/08/15-06/30/16
Mata, Leslie	Effective: 08/26/15-06/30/16
Melgoza, Jacqueline	Effective: 09/01/15-06/30/16
Mendez, Guadalupe Yasmin	Effective: 09/08/15-06/30/16
Mendoza, Jennifer Haide	Effective: 09/08/15-06/30/16
Merino, Mariel	Effective: 09/01/15-06/30/16
Mernissi, Soumaya	Effective: 08/27/15-06/30/16
Montero, David Ernesto	Effective: 09/08/15-06/30/16
Nguyen, Sabine Ngoc Trami	Effective: 09/03/15-06/30/16
Nguyen, Tai Tan	Effective: 09/01/15-06/30/16
Pena Priego, Kelly Daysi	Effective: 09/08/15-06/30/16
Perez Jaramillo, Andres Pachely	Effective: 08/31/15-06/30/16
Pham, Hanh Hong	Effective: 09/01/15-06/30/16
Pham, Tanya Le Thuong	Effective: 08/26/15-06/30/16
Pham, Vi Ngoc Thanh	Effective: 09/03/15-06/30/16
Roman Sanchez, Karen	Effective: 08/31/15-06/30/16
Rubalcava, Julian Jette	Effective: 09/08/15-06/30/16
Salem, Abdelkarim Mohamed Kamal M	Effective: 09/01/15-06/30/16
Serafin, Sandra	Effective: 08/31/15-06/30/16
Tepayotl, Quetzalin	Effective: 09/05/15-06/30/16
Thai, An Gia Hong	Effective: 09/02/15-06/30/16
Thai, Nam Hoang	Effective: 09/08/15-06/30/16
Thornton, Holly Marie	Effective: 08/29/15-06/30/16
To, Lan Thi Ngoc	Effective: 09/03/15-06/30/16
Toledo Luna, Jose Rodrigo	Effective: 09/03/15-06/30/16
Tran, Trung Dang	Effective: 09/02/15-06/30/16
Truong,Huy Gia	Effective: 09/02/15-06/30/16
Wilkinson, Vanessa Briana	Effective: 09/08/15-06/30/16
Yang, Gaotsong Claire	Effective: 09/03/15-06/30/16

**SANTIAGO CANYON COLLEGE  
STUDENT ASSISTANT NEW HIRE LIST  
September 28, 2015**

Alatorre, Caroline	Effective: 09/21/2015 – 06/30/2016
Alvarado, Jessica	Effective: 09/17/2015 – 06/30/2016
Bungert, Kelsi	Effective: 08/31/2015 – 06/30/2016
Chandoo, Badriya	Effective: 09/04/2015 – 06/30/2016
Colohua, Anthony	Effective: 08/27/2015 – 06/30/2016
Eapen, Mirayah	Effective: 08/26/2015 – 06/30/2016
Flores, Vanessa	Effective: 09/01/2015 – 06/30/2016
Harris, Ryan	Effective: 09/14/2015 – 06/30/2016
Hernandez, Eduardo	Effective: 08/25/2015 – 06/30/2016
Hussaini, Permoon	Effective: 09/14/2015 – 06/30/2016
Kirkpatrick, Gia	Effective: 09/14/2015 – 06/30/2016
Maciel, Jacob	Effective: 08/31/2015 – 06/30/2016
Malik, Haseeb	Effective: 09/10/2015 – 06/30/2016
Nava, Omar	Effective: 09/11/2015 – 06/30/2016
Parast, Saya	Effective: 09/09/2015 – 06/30/2016
Perez, Janela	Effective: 09/15/2015 – 06/30/2016
Red, Jenna	Effective: 09/01/2015 – 06/30/2016
Seedat, Wardah	Effective: 09/08/2015 – 06/30/2016
Toledo, Azahel	Effective: 09/08/2015 – 06/30/2016
Tran, Long	Effective: 09/01/2015 – 06/30/2016

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources and Educational Services

To:	Board of Trustees	Date: September 28, 2015
Re:	Approval of Legal Services Agreement – Musick, Peeler & Garrett LLP	
Action:	Request for Approval	

**BACKGROUND**

The district utilizes the firm of Musick, Peeler & Garrett LLP (MP&G), for specialized legal services related to complaint investigations and personnel matters.

**ANALYSIS**

The District is currently using MP&G for a complaint investigation and it is anticipated that additional services will reach a level that requires approval by the Board of Trustees.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Chancellor, or designee, approve the engagement agreement with Musick, Peeler & Garrett LLP for professional services as presented.

Fiscal Impact	Per fee schedule	Board Date: September 28, 2015
Item Prepared by:	John Didion, Executive Vice Chancellor of Human Resources and Educational Services	
Item Submitted by:	John Didion, Executive Vice Chancellor, of Human Resources and Educational Services	
Item Recommended by:	Dr. Raúl Rodríguez, Ph.D., Chancellor	

## **TERMS OF MUSICK, PEELER & GARRETT LLP'S ENGAGEMENT**

This enclosure sets forth the terms by which Musick, Peeler & Garrett, a Limited Liability Partnership ("MP&G") and its Client agree MP&G will represent such Client.

### **SERVICES TO BE PROVIDED BY MP&G**

1. As of the date set forth in the accompanying letter, MP&G has been engaged to provide legal services reasonably required to represent the Client in connection with the matters described in the accompanying letter. If other matters are undertaken on behalf of the Client, they shall be addressed in separate engagement letters.

2. In order to enable MP&G effectively to render legal services, it is critical that the Client disclose all material facts to MP&G and keep MP&G apprised of all developments regarding the described representation. It is necessary that the Client cooperate with MP&G in the matter and make himself, herself and/or its representatives reasonably available to attend necessary meetings, court appearances or other proceedings.

### **FEES**

3. As compensation for the services to be performed by MP&G, the Client will be required to pay fees to MP&G at the hourly rates set forth in the accompanying letter. All hourly rates are billed in minimum increments of one-tenth (1/10th) of an hour.

4. MP&G hereby reserves the right to adjust the basic hourly rates above based upon various factors including: the experience, ability, and reputation of the attorneys working on the matter; the nature of the employment; the responsibilities involved and the results achieved. In the event the basic hourly rates are adjusted, MP&G will provide the Client notice of such adjustment(s) by way of separate letter or by way of its billing invoices, and the Client will be deemed to have agreed to the new hourly rates and the new hourly rates will apply to all services rendered unless the Client objects within thirty (30) days after receiving the referenced letter or billing invoice. Although MP&G will bill the Client at the rates and on the hourly basis described herein, MP&G also reserves the right to adjust its bills based on the above-referenced factors and complexity of the matter and the results obtained.

5. All time spent in connection with the described representation by the legal personnel designated by MP&G to handle the same shall be billed to the Client in accordance with paragraphs 4 through 6. Such time may include, without limitation, time spent waiting in court, time spent in travel, and time spent in office conferences between or among the legal personnel assigned to the described representation. MP&G shall assign legal personnel to the described representation in MP&G's reasonable judgment, unless the Client directs otherwise in writing.

### **COSTS AND EXPENSES**

6. The Client shall pay MP&G, all costs and expenses incurred in performing legal services in connection with the described representation. The costs referred to are for services provided directly by MP&G and for services provided by outside vendors or service providers. The costs and expenses may include, without limitation, telephone calls, messenger and other delivery fees,



postage, charges for computer research and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals, and hotel accommodations (which shall be in addition to the hourly rates for travel time), photocopying and other reproduction charges, clerical staff overtime, word processing charges, charges for computer time, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, and other similar items. MP&G reserves the right to pass directly to the Client, and the Client agrees to pay promptly and directly, costs and expenses from outside vendors or service providers that exceed eight hundred dollars (\$800.00).

### **BILLINGS**

7. MP&G will send the Client an itemized invoice for fees and costs incurred on a monthly basis. Invoices are due upon receipt and are considered past due after thirty (30) days. The Client agrees to promptly review MP&G's billings upon receipt and, within thirty (30) thereof, bring to MP&G's attention any adjustments or reductions that the Client believes are necessary. The Client agrees that his, hers or its failure to timely review the bills and timely bring any objections to MP&G's attention shall constitute a waiver of any objection and shall be deemed acceptance of the propriety of the billings. For administrative convenience, the invoices will describe all the work done by an individual on a particular date and set forth the entire time billed for that work. Where more than one task is performed on a date, the time spent on each task will not be separately stated unless the Client so requests in writing within thirty (30) days after the date of the billings.

8. If MP&G's statements for services, costs and other charges are not paid when due under the terms of this Agreement, MP&G reserves the right to charge and the Client agrees to pay simple interest at a rate of ten percent (10%) per annum on any unpaid attorneys' fees, costs and other charges from the date on which such payment is due until payment is received by MP&G.

### **ADVANCE AGAINST FEES AND COSTS**

9. Notwithstanding any other provision of the accompanying letter or this enclosure, the Client acknowledges that MP&G has not and will not begin representing the Client regarding the described representation until MP&G receives an advance for fees and costs in the amount of 0.00. The advance shall be deposited in MP&G's Client Trust Account and used by MP&G to pay the Client's monthly charges for fees and costs, respectively. Any portion of the advance not paid or owed to MP&G shall be refunded without interest to the Client at the conclusion of MP&G's representation. If fees and costs cause the advance to be reduced or depleted, MP&G shall have the right to require the Client to increase or replenish the advance to its original amount within thirty (30) days of written request.

### **LIEN**

10. The Client hereby grants MP&G a lien on any and all claims and causes of action that are or may become the subject of MP&G's representation under this Agreement. Specifically, MP&G shall have a lien for all unpaid legal fees and costs owing to MP&G at the conclusion of its services. The referenced lien shall attach to any recovery the Client may obtain, whether by settlement, arbitration award, jury verdict, court judgment or otherwise.

## **DISCLAIMER**

11. MP&G has made no promises or guarantees to the Client concerning the outcome of the described representation or any limit or "cap" on fees and costs relating thereto (notwithstanding any estimate that may have been provided) and nothing in this correspondence is intended as such a promise or guarantee. Although MP&G may, from time to time for the Client's convenience, furnish the Client with estimates of the amounts of fees which MP&G anticipates will be charged with respect to services to be performed, such estimates are by their nature inexact and are not binding on either MP&G or the Client.

## **TERMINATION OF SERVICES**

12. The Client shall have the right, at any time, to terminate MP&G's services upon written notice to MP&G and MP&G shall immediately after receiving such notice cease to render additional services. Such termination shall not, however, relieve the Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

13. Similarly, MP&G shall have the right to terminate this representation and the Client shall take all steps necessary to free MP&G of any obligation to perform further, including, without limitation, the execution of any documents necessary to complete MP&G's discharge or withdrawal. The right of MP&G hereunder is in addition to those created by statute or recognized by Rules of Professional Conduct.

## **ARBITRATION**

14. Any dispute between the parties to this Agreement regarding attorneys' fees and/or costs charged by MP&G shall be resolved as follows: if a fees and/or costs dispute arises, MP&G will provide the Client with written notice of the Client's right to arbitrate under Sections 6200, *et seq* of the California Business and Professions Code. The Client and MP&G may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved in another manner. Parties to any arbitration proceeding shall have the right to discovery as provided under Sections 2016, *et seq* of the California Code of Civil Procedure and the parties hereto agree that in the event of an arbitration, any dispute as to discovery shall be determined by the arbitrator.

15. The Client and MP&G agree that this enclosure and the accompanying letter constitute the entire agreement between them regarding the representation described herein and that this enclosure and the letter supersede any and all other agreements, understandings, negotiations or discussions (whether oral or in writing or expressed or implied) between them regarding the referenced representation. The Client and MP&G agree that the terms of this enclosure and the accompanying letter cannot be amended, revised or modified except by a writing signed by both the Client and MP&G.

Agreed and accepted:

MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

KRISTINE E. KWONG  
k.kwong@mpglaw.com  
(213) 629-7977

ONE WILSHIRE BOULEVARD, SUITE 2000  
LOS ANGELES, CALIFORNIA 90017-3383

TELEPHONE: (213) 629-7600  
FACSIMILE: (213) 624-1376  
WWW.MUSICKPEELER.COM

LOS ANGELES  
ORANGE COUNTY  
SAN DIEGO  
SAN FRANCISCO  
SANTA BARBARA  
WESTLAKE VILLAGE

August 5, 2015

Via email: [Chitlik\\_Judy@rscgd.edu](mailto:Chitlik_Judy@rscgd.edu)

Judyane Chitlik  
Assistant Vice-Chancellor,  
Human Resources  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, California 92706-1640

Re: Rancho Santiago Community College District  
Investigation/Potential Termination of Employee

Dear Judy:

The purpose of this correspondence is to confirm the terms by which Musick, Peeler & Garrett LLP ("MP&G") will represent Rancho Santiago Community College. This will confirm that, as of July 26, 2010, MP&G has been engaged to provide services reasonably required to represent Rancho Santiago Community College in connection with Investigation/Potential Termination of Employee.

As compensation for the services to be performed by MP&G, Rancho Santiago Community College will be required and agrees to pay MP&G at the following basic hourly rates:

Partners	\$235.00 to \$300.00
Associates	\$200.00 to \$230.00
Paralegals	\$195.00
Document Clerks	\$120.00 to \$140.00

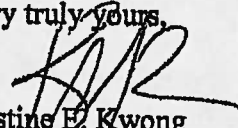
The further terms under which MP&G agrees to undertake this representation are set forth in the enclosure titled "Terms of Musick, Peeler & Garrett LLP's Engagement." The

MUSICK, PEELER & GARRETT LLP  
ATTORNEYS AT LAW

Judyanne Chitlik  
August 5, 2015  
Page 2

enclosure is incorporated into this letter by reference and is part of the agreement by which we agree to represent you. It contains important and material terms and it is necessary that you countersign and date both this letter and the enclosure and return copies to us.

Very truly yours,

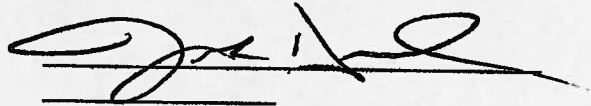


Kristine E. Kwong  
for MUSICK, PEELER & GARRETT LLP

Agreed and accepted:

Date:

8/11/2015



Enclosure (Terms of Musick, Peeler & Garrett LLP's Engagement)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Human Resources and Educational Services

To:	Board of Trustees	Date: September 28, 2015
Re:	Rejection of Claim	
	File # DM20150312	
Action:	Request for Authorization	

The district's legal counsel recommends that the Board of Trustees authorize the Chancellor, or designee, to reject claim #DM20150312.

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

POWER AND POLICY: NEW AMERICANS IN  
ELECTED OFFICE CONFERENCE  
Washington, D.C. – October 15-17, 2015

1 Board Member  
(Claudia Alvarez)