

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, May 16, 2016
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 April 25, 2016

Action

1.6 Approval of Consent Calendar

Action

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

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

1.7 Recognition of Students

- 1.8 Adoption of Resolution No. 16-10 in Honor of Classified School Employee Week - May 15-21, 2016 Action
The administration recommends adoption of Resolution No. 16-10.

- 1.9 Presentation on the District's Water Conservation

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 Report from Classified Representative

- 2.6 Reports from Academic Senate Presidents

- Senate meetings

- 2.7 Informational Presentation on the May Revision of the Governor's Budget

- 2.8 Reports from Board Committee Chairpersons

- Board Executive Committee
- Board Facilities Committee
- Orange County Community Colleges Legislative Task Force

3.0 INSTRUCTION

- *3.1 Approval of Proposed Revisions for 2016-2017 Santa Ana College (SAC) Catalog Action
The administration recommends approval of the proposed revisions for the 2016-2017 SAC catalog.

- *3.2 Approval of Academic Talent Search Residential Program Contract Action
The administration recommends approval of the agreement between the University of California, Los Angeles, and SAC Academic Talent Search Program for 2016.

- *3.3 Approval of Renewal Agreement with Santa Ana Beauty Academy to Operate Santiago Canyon College (SCC) Cosmetology Program Action
The administration recommends approval of the Santa Ana Beauty Academy renewal agreement to allow SCC to continue offering the Cosmetology, Esthetician, and Barbering program.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers from March 25, 2016, to April 30, 2016.
- *4.3 Approval of Lease Agreement with LocalCutz Action
The administration recommends approval of the lease agreement with LocalCutz and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.
- *4.4 Approval of Agreement with Creative Design Associates, Inc. for Americans with Disabilities Act (ADA) Consulting Services for District's ADA Transition Plan for Various Sites Action
The administration recommends approval of the agreement with Creative Design Associates, Inc. for ADA consulting services for the district's ADA transition plan for various sites as presented.
- *4.5 Approval of Agreement with Linik Corporation for Construction Management Services for Johnson Student Center at Santa Ana College Action
The administration recommends approval of the agreement with Linik Corporation for construction management services for the Johnson Student Center at SAC as presented.
- *4.6 Approval of Agreement with Lionakis for Architectural Services for ADA Paper Towel Dispenser Replacement Project at Santiago Canyon College Action
The administration recommends approval of the agreement with Lionakis Architectural Services for the ADA paper towel replacement project at SCC as presented.
- *4.7 Award of Bid #1289 for Building D Renovations Phase 3 at Santiago Canyon College Action
The administration recommends approval of awarding Bid #1289 to Bishop, Inc. for Building D Renovations Phase 3 at SCC as presented.
- *4.8 Award of Bid #1290 for Building T Roof Replacement at Santiago Canyon College Action
The administration recommends approval of awarding Bid #1290 to Letner Roofing Company for Building T Roof Replacement at SCC as presented.

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

- *4.9 Rejection of Bid # 1283 for Building U Portables Certification at Santiago Canyon College Action
The administration recommends rejection of all bids for Bid #1283 for Building U Portables Certification at SCC as presented.
- *4.10 Approval of Agreement for Ellucian Identity Service added to Colleague Application Hosting Services Action
The administration recommends approval of the agreement for Ellucian Identity Services between Ellucian and RSCCD as presented.
- *4.11 Approval of Agreement with LiveSafe, Inc. Action
The administration recommends approval of the agreement with LiveSafe, Inc. as presented.
- *4.12 Approval of Bid #1284 – Purchase of Vertical Mill & Tooling Lathe Action
The administration recommends acceptance of the bids and approval of awarding Bid #1284 – Purchase of Vertical Mill & Tolling Lathe to Ellison Technologies, Inc. as presented.
- *4.13 Approval of Bid # 1285 – Purchase of Lincoln Electric System 5 – 100iC/12 Robot Arm & Fanuc Arcmate 100iC/12 Robot Arm and Miscellaneous Accessories Action
The administration recommends acceptance of the bids and approval of awarding Bid #1285 – Purchase of Lincoln Electric System 5 – 100iC/12 Robot Arm & Fanuc Arcmate 100iC/12 Robot Arm and Miscellaneous Accessories to Praxair Distribution as presented.
- *4.14 Approval of Bid #1286 – Purchase of LaserStar Technologies Laser Welding Workstations & Accessories Action
The administration recommends acceptance of the bids and approval of awarding Bid #1286 – Purchase of LaserStar Technologies Laser Welding Workstations & Accessories to LaserStar Technologies Corporation as presented.
- *4.15 Approval of Request for Proposal (RFP) #1278 Integrated Waste Management Services Action
The administration recommends acceptance of the proposals and approval of awarding RFP #1278 – Integrated Waste Management Services including renewals to Waste Management, Inc. as presented.

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

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) – \$ 8,737.50
Augmentation
 - Governor’s Office of Business & Economic Development \$ 10,000.00
(GO-Biz) Capital Infusion Program (CIP) Grant (District) –
Augmentation
 - Kaleidoscope Project II (SAC) – *Augmentation* \$ 12,000.00
 - Song-Brown Health Care Workforce Training Program - \$160,000.00
Registered Nurse Education: Capitation (SAC)
 - Song-Brown Health Care Workforce Training Program - \$125,000.00
Registered Nurse Education: Special Program (SAC)
- *5.2 Approval of Sub-Agreement between RSCCD and Coast Community College District/Coastline Community College for Deputy Sector Navigator ICT/Digital Media Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of Sub-Agreement between RSCCD and Orange Unified School District 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.
- *5.4 Approval of Sub-Agreement between RSCCD and South Orange County Community College District/Irvine Valley 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.

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

- *5.5 Approval of Sub-Agreement between RSCCD and Orange Unified School District 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.
- *5.6 Adoption of Resolution No. 16-12 – Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant (#16-7367) Action
The administration recommends adoption of Resolution No. 16-12 with the Office of Statewide Health Planning and Development 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.
- *5.7 Adoption of Resolution No. 16-13 – Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program, Registered Nurse Education Special Program Grant (#16-7357) Action
The administration recommends adoption of Resolution No. 16-13 with the Office of Statewide Health Planning and Development 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.
- 5.8 First Reading of New and Revised Board Policies Information
The following policies are presented for first reading as information items:
- BP 2010 Board Membership
 - BP 2710 Conflict of Interest
 - BP 4020 Program, Curriculum, and Course Development
 - BP 4106 Nursing Programs
 - BP 5140 Disabled Students Programs and Services
 - BP 7700 Whistleblower Protection
- 5.9 Adoption of Resolution No. 16-11 and Order of Biennial Trustee Election 2016 and Specifications of the Election Order Action
The administration recommends adoption of Resolution No. 16-11 and Order of Biennial Trustee Election and Specifications of the Election Order.
- 5.10 Board Member Comments Information

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

RECESS TO CLOSED SESSION

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

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

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

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

2. 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 888

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

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 2015-2016 Permanent Cabinet Salary Schedule
- Approval of 2015-2016 Permanent Management Salary Schedule
- Approval of Employment Agreements
- Approval of New Job Descriptions
- Approval of Adjusted Hourly Rate/1.55% Cost of Living Adjustment
- Approval of Appointments
- Ratification of Resignations/Retirements
- Approval of Final Salary Placements
- Approval of Association Released Times

6.1 Management/Academic Personnel (contd.)

- Approval of Part-time New Hires/Rehires
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of 2015-2016 CSEA Permanent Salary Schedule
- Approval of Hourly Ongoing to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Salary Placement
- Approval of New Appointments
- Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Employee Calendar 2016-2017

Action

The administration recommends approval of the 2016-2017 Employee Calendar.

6.4 Adoption of Resolution No. 16-14 authorizing payment to Trustee Absent from Board Meetings

Action

This resolution requests authorization of payment to Phillip Yarbrough for his absence from the April 25, 2016, board meeting due to illness.

7.0 ADJOURNMENT – Due to a holiday, the next regular meeting of the Board of Trustees will be held on Tuesday, May 31, 2016.

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

Board of Trustees
(Regular meeting)

Monday, April 25, 2016

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Ms. Claudia Alvarez. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Ms. Nelida Mendoza Yanez, Mr. Jose Solorio, and Ms. Raquel Manriquez. Mr. Larry Labrado arrived at the time noted. Mr. Phillip Yarbrough was not in attendance due to illness.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Nathan Underwood, Student President, Santiago Canyon College (SCC).

1.3 Approval of Additions or Corrections to Agenda

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

Mr. Labrado arrived at this time.

1.4 Recognition of Students

The board recognized Mr. Franklin Heng, student at Santiago Canyon College, and Mr. Luis Mejia, student at Santa Ana College, for their scholastic achievements, leadership, and service to the campus community and the Rancho Santiago Community College District.

1.5 Public Comment

There were no public comments.

1.6 Approval of Minutes

It was moved by Mr. Labrado and seconded by Ms. Mendoza Yanez to approve the minutes of the meeting held April 11, 2016. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

1.7 Approval of Consent Calendar

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

3.1 Approval of Fire Technology Agreement Renewal - City of Burbank

The board approved the agreement renewal with the city of Burbank in California.

3.2 Approval of Occupational Therapy Assistant (OTA) Agreement Renewal – Terrio Therapy-Fitness, Inc.

The board approved the agreement renewal with Terrio Therapy-Fitness, Inc. in Bakersfield, California.

3.3 Approval of OTA Agreement Renewal – Gallagher Pediatric Therapy

The board approved the agreement renewal with Gallagher Pediatric Therapy in Fullerton, California.

3.4 Confirmation of Santa Ana College (SAC) Associate Degrees and Certificates for Fall 2015

The board confirmed the list of recipients of the SAC Associate Degrees and Certificates for fall 2015 as presented.

3.5 Confirmation of Santiago Canyon College Associate Degrees and Certificates for Fall 2015

The board confirmed the list of recipients of the SCC Associate Degrees and Certificates for fall 2015 as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

1.7 Approval of Consent Calendar (contd.)

4.2 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2016

The board approved the CCFS-311Q report for the period ending March 31, 2016, as presented.

4.4 Approval of Appointments/Reaffirmations/Accept Resignation for Measure E Citizens' Bond Oversight Committee

The board approved the appointments/reaffirmations/accept resignation of the Measure E Citizens' Bond Oversight Committee for the 2016 calendar year as presented.

4.5 Award of Bid #1280 for Building W (Exercise Science) Roof Replacement at Santa Ana College

The board approved awarding Bid #1280 to C.I. Services, Incorporated for Building W roof replacement at SAC as presented.

4.6 Rejection of Bid #1282 for Buildings G (Gymnasium) and S (Administration) Roof Replacement at Santa Ana College

The board rejected all bids for Bid #1282 for Buildings G and S roof replacement at SAC as presented.

4.7 Approval of Purchase Orders

The board approved the purchase order listing for the period March 13, 2016, through April 9, 2016.

5.1 Approval of Resource Development Item

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:

- Race to the Top Early Learning Challenge (RTT ELC) - \$37,500
- QUALITY STARS Project, Quality Rating and Improvement System (QRIS) Incentive Funds (District)

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board.

Dr. Erlinda Martinez, President, Santa Ana College

Dr. John Weispfenning, President, Santiago Canyon College

2.2 Reports from College Presidents (contd.)

Dr. Martinez reported that staff have been in discussions with the accrediting commission on the standards for the baccalaureate program being offered at SAC.

2.3 Report from Student Trustee

Ms. Raquel Manriquez, Student Trustee, provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Oscar Cortés, Student President, Santa Ana College
Mr. Nathan Underwood, Student President, Santiago Canyon College

2.5 Report from Classified Representative

Ms. Zina Edwards, Counseling Assistant, Santiago Canyon College, provided a report to the board on behalf of classified staff.

2.6 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

2.7 Reports from Board Committee Chairpersons

The April 21, 2016, Board Facilities Committee meeting was cancelled; therefore, there was no report.

Mr. Hanna provided a report on the April 25, 2016, Board Policy Committee meeting, with the exception of reporting on Items 5.3 (Board Policy) and 5.4 (Board Policies), which he reported on during discussion of those items.

On behalf of Ms. Mendoza Yanez, Mr. Didion provided a report on the April 14, 2016, Orange County Community Colleges Legislative Task Force meeting.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Item 4.1, 4.2, and 4.4 through 4.7 were approved as part of Item 1.7 (Consent Calendar).

4.3 Quarterly Investment Report as of March 31, 2016

The quarterly investment report as of March 31, 2016, was presented as information.

5.0 GENERAL

Item 5.1 was approved as part of Item 1.7 (Consent Calendar).

5.2 Approval of Privileges for Student Trustee

It was moved by Ms. Manriquez and seconded by Ms. Barrios to approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation as the other members of the board;
- The privilege to serve a term commencing on May 15;
- The privilege to serve on board committees.

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

5.3 Adoption of Board Policy (BP)

It was moved by Mr. Hanna and seconded by Ms. Barrios to adopt a gift ban policy for board members and certain employees. Mr. Hanna proposed the following amendment (in bold italics) to BP 3821 Gift Ban Policy (NEW):

5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:
 - a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations ***with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.***

5.3 Adoption of Board Policy (BP) (contd.)

It was moved by Mr. Labrado and seconded by Ms. Barrios to accept the amendment Mr. Hanna proposed to BP 3821. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

Mr. Hanna provided a report on the April 25th Board Policy Committee meeting regarding BP 3821 Gift Ban Policy. Discussion ensued. The motion to adopt BP 3821 Gift Ban Policy (NEW) as amended carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

5.4 Adoption of Board Policies

It was moved by Mr. Hanna seconded by Mr. Solorio to adopt the following policies:

- BP 2715 Code of Ethics/Standards of Practice
- BP 7001 Code of Ethics
- BP 7132 Management Medical

Mr. Hanna provided a report on the April 25th Board Policy Committee meeting regarding the abovementioned policies. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

5.5 Approval of Forming a Board Communications Committee

It was moved by Ms. Alvarez and seconded by Ms. Mendoza Yanez to form an Ad Hoc Communications Committee of the Board of Trustees for a trial period of twelve (12) months. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye. Ms. Alvarez appointed Ms. Barrios as chairperson of the committee.

5.6 Santa Ana College Presidential Search

Dr. Rodríguez provided an update on the presidential search for Santa Ana College which was presented as information.

5.7 Board Member Comments

Board members congratulated Dr. Weispfenning on his acceptance of the position of chancellor at Coast Community College District and Dr. John Hernandez on his acceptance of the position of interim president of Santiago Canyon College.

5.7 Board Member Comments (contd.)

Board members commended Dr. Martinez for her leadership in offering the first year of college free to the Santa Ana Unified School District students who choose to attend Santa Ana College.

Mr. Hanna commended SAC staff on the April 21 celebration of Dr. Martinez' retirement. Ms. Mendoza Yanez wished her well on her retirement.

Mr. Hanna reported how helpful the public forum was that he and Ms. Barrios attended for the district's Hazard Mitigation Plan on April 25.

Mr. Hanna spoke highly of the exceptional students recognized earlier at the board meeting, including the women's basketball team.

Ms. Mendoza Yanez congratulated the students recognized earlier at the board meeting.

Mr. Solorio provided a report on the California Student Aid Commission meeting held in April. He indicated students will be able to begin working on their Free Application for Federal Student Aid (FAFSA) earlier (October 1, 2016) and the Commission is restructuring how it views community colleges offering baccalaureate degrees in relation to Cal Grants being offered for larger amounts and longer amounts of time to community college students.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:13 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Educational Administrator Appointments
 - (1) Assistant Dean
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Non-represented Employees
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

4. Student Suspensions from Program (pursuant to Education Code 72122)
 - Student I.D. #1481481
 - Student I.D. #1062275
 - Student I.D. #1960085
 - Student I.D. #1934275
 - Student I.D. #1447951
5. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

RECONVENE

The board reconvened at 6:54 p.m.

Closed Session Report

Ms. Mendoza Yanez reported the board discussed public employment, labor negotiations, anticipated litigation, and student discipline, and took no reportable action during closed session.

Ms. Mendoza Yanez also reported the board settled a pending student disciplinary matter against students 1960085, 1934275, and 1447951 during closed session. The substantive terms of the settlement are: the students agreed to accept the February 3, 2016, Disciplinary Hearing Board's decision and its outcome. The district has agreed to allow each student to retake the NRN 202 and NRN 202L courses. The vote carried as follows: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez's advisory vote was aye.

Ms. Alvarez reported on the two outstanding student appeals which were properly placed on the closed session agenda regarding student discipline/suspension from a college program. She stated that the students in question and their attorney were given 1) notice that this item was placed on the closed session agenda of the regular board meeting scheduled for April 25, 2016, and she noted for the record that those students were present; and 2) an opportunity to request that the matter be heard in open session during the time period on the agenda dedicated to an open meeting's public comments on closed session items. She indicated that she was informed that the students did not request the matter be heard in open session; however, she noted that since the students were present, they would be able to change their request if desired. Ms. Alvarez acknowledged that both students nodded their head in opposition to having the matter heard in open session.

Public Comment

There were no public comments.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:56 p.m. to consider the following items:

4. Student Suspensions from Program (pursuant to Education Code 72122)
Student I.D. #1481481
Student I.D. #1062275
5. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

RECONVENE

The board reconvened at 7:05 p.m.

Closed Session Report

Ms. Alvarez reported that the board considered the appeal of student 1481481 and based upon the recommendations from the administration and the presentation during closed session by the student, it was moved by Ms. Alvarez and seconded by Ms. Barrios to sustain the February 3, 2016, discipline imposed upon student 1481481. The motion carried as follows: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

Ms. Alvarez also reported that the board considered the appeal of student 1062275 and based upon the recommendations from the administration and the presentation during closed session by the student, it was moved by Ms. Alvarez and seconded by Ms. Barrios to sustain the February 3, 2016, discipline imposed upon student 1062275. The motion carried as follows: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Appointments
- Ratify Resignations/Retirements

6.1 Management/Academic Personnel

- Approve Final Salary Placements
- Approve Beyond Contract/Overload Stipends
- Approve Part-time New Hires/Rehires

6.2 Classified Personnel

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

- Approve New Appointments
- Approve Temporary to Contract Assignments
- Approve Out of Class Assignments
- Approve Leaves of Absence
- Approve Temporary to Hourly Ongoing Assignments
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

6.3 Approval of Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association (CSEA), Chapter 579

It was moved by Mr. Labrado and seconded by Ms. Mendoza Yanez to approve the revisions to the agreement with CSEA, Chapter 579 for the period of July 1, 2015, through June 30, 2016. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

6.4 Approval of Compensation Adjustment for Management and Cabinet Employees

It was moved by Mr. Labrado and seconded by Mr. Hanna to approve a 1.55% salary adjustment for management and cabinet employees effective January 1, 2016. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

6.5 Authorization for Board Travel/Conferences

It was moved by Mr. Hanna and seconded by Ms. Mendoza Yanez to authorize the submitted conference and travel by a board member. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. 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, May 16, 2016.

There being no further business, Ms. Alvarez declared the meeting adjourned at 7:09 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 16, 2016

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

**In honor of Classified School Employee Week
May 15-21, 2016**

Resolution No. 16-10

WHEREAS, classified professionals provide valuable and essential services to the colleges and students of the Rancho Santiago Community College District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Rancho Santiago Community District's students; and

WHEREAS, classified professionals employed by the Rancho Santiago Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Rancho Santiago Community College District and declares the week of May 15-21, 2016, as Classified School Employee Week in the Rancho Santiago Community College District.

DATED the 16th day of May, 2016.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Proposed Revisions for the 2016 – 2017 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2016. It includes new courses, course revisions, course deletions, and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2016 – 2017 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: May 16, 2016
Prepared by:	Carlos L. Lopez, Vice President, Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: May 16, 2016

TO: Erlinda J. Martinez, Ed.D., President

FROM: Monica Porter, Chair of Curriculum and Instruction Council

RE: Approval of Proposed Revisions for the 2016 – 2017 Santa Ana College Catalog

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

The Curriculum & Instruction Council is chaired by Monica Porter. Membership includes two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Curriculum Specialist.

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

The following academic policies have been reviewed, revised, and are now recommended by the Curriculum and Instruction Council:

DELETED COURSES

Forty-one (41) courses previously offered at SAC and CEC were removed from the catalog because they were outdated and/or had not been offered for three to five semesters.

* (See Attachment #1)

COURSE DELETIONS**CATALOG 2016 – 2017****SANTA ANA COLLEGE**

1. BUSM 002, Coping with Negative People
2. BUSM 003, Understanding Personal Workstyles
3. BUSM 012, Managing Conflict on the Job
4. BUSM 030, Business Seminar 030, Effective Communications
5. BUSM 032, Business Seminar 032, Presentation Skills
6. BUSM 033, Business Seminar 033, Overcoming Speech Fright
7. BUSM 034, Interviewing Techniques
8. BUSM 036, Cross-Cultural Communication
9. BUSM 042, Facilitation Skills
10. BUSM 048, Assertion Training
11. BUSM 060, Proofreading Skills
12. BUSM 062, Organizing Files and Records
13. BUSM 072, Introduction to Windows XP
14. BUSM 078A, Word – Beginning
15. BUSM 079A, Access-Beginning
16. BUSM 079B, Access-Intermediate
17. BUSM 080A, Excel-Beginning
18. BUSM 081A, PowerPoint-Beginning
19. BUSM 082A, Outlook-Beginning
20. BUSM 098-15, Word Beginning, MS Office 2007
21. BUSM 098-21, Access Advanced, MS Office 2007
22. BUSM 098-22, Excel Intermediate, MS Office 2007
23. BUSM 098-23, Excel Advanced, MS Office 2007
24. BUSM 098-24, PowerPoint Intermediate, MS Office 2007
25. BUSM 098-26, Word Advanced, MS Office 2007
26. BUSM 098-27, Word Intermediate, MS Office 2007
27. BUSM 098-28, Interviewing for Employment: The Short Course
28. BUSM 098-29, Basic Grammar & Composition Skills for Today's Workplace
29. BUSM 098-31, Basic Accounting Refresher Course
30. BUSM 098-32, Basic Accounting Refresher Course
31. BUSM 098-33, Technical Writing Overview
32. SBSM 010, Starting a Business in Orange County
33. SBSM 011, Developing a Business Plan
34. SBSM 012, Business Financing and Recordkeeping
35. SBSM 013, Franchising Opportunities
36. SBSM 014, Tax Considerations for Small Business
37. SBSM 015, Insurance Considerations for Small Business
38. SBSM 016, Identifying Your Customers
39. SBSM 017, Promoting Your Business
40. SBSM 018, Intellectual Property Rights
41. SBSM 019, E-Commerce: Developing Your Web Site

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

To:	Board of Trustees	Date:	May 16, 2016
Re:	Approval of Academic Talent Search Residential Program Contract		
Action:	Request For Approval		

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement between UCLA and the Santa Ana College Academic Talent Search Program for 2016.

Fiscal Impact:	Not to exceed \$6,000 (grant funded)	Board Date:	May 16,2016
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

UCLA CONFERENCE SERVICES CONTRACT
SANTA ANA COLLEGE
SANTA ANA COLLEGE ACADEMIC TALENT SEARCH PROGRAM 2016
JULY 21, 2016 - JULY 23, 2016

This contract is between the Regents of the University of California, on behalf of the Department of Conference Services of its Los Angeles campus, herein referred to as “UCLA Conference Services” and/or “the University” and Rancho Santiago Community College District on behalf of Santa Ana College, located at 1530 W. 17th Street, Santa Ana, CA., 92706 herein referred to as either “Santa Ana College” or “the Group”. This contract is for the Santa Ana College Academic Talent Search Program 2016 to be held at UCLA from JULY 21, 2016 - JULY 23, 2016.

A. RESERVATIONS/ DEPOSITS/ MASTER BILL/ PREPAYMENT

A.1 RESERVATIONS:

Arrangements listed in this contract are being held for Santa Ana College on a first-option basis until *May 20, 2016*, at which time a counter-signature on this contract is due. UCLA Conference Services will reserve only the total number of sleeping room accommodations and/or meeting space requested in sections D.2 and J.1 of this contract. However, should another organization request these dates and be in a position to confirm immediately, Santa Ana College will be advised and given ten (10) business days to confirm on a definite basis or alternate dates can be researched and held instead.

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

A.2 DEPOSIT:

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

Deposit Amount:	Date Due:
\$4,470.00	July 8, 2016

This non-refundable deposit will be applied to Santa Ana College’s Final Bill. All deposits and future payments are to be sent directly to UCLA Conference Services’ Accounting Department at the following separate address. Please enclose the attached deposit form (Appendix A) along with your check. All checks need to be made payable to “UC Regents” and marked with the corresponding Reservation ID SAC6A. Deposits and payments may also be made by credit card via www.housing.ucla.edu/makeapayment.

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

A.3 BILLING:

Santa Ana College will receive a detailed Master Bill approximately **thirty (30) days after JULY 23, 2016**. Please review the bill and contact UCLA Conference Services' Accounting Department (see Section A.2 for contact information) within ten (10) days from post-marked date should an explanation or additional information be required. Any discrepancies regarding the final invoice must be submitted in writing to UCLA Conference Services' Accounting Department for review. The invoice will be considered accurate and final if not disputed within the ten (10) day period. While UCLA investigates any discrepancies, Santa Ana College is responsible for paying non-disputed charges **within thirty (30) business days of receipt of invoice**. If payment is not received within thirty (30) days, late charges will be accrued monthly at a rate of eighteen percent (18%) per annum.

A.4 MASTER BILL:

During the course of the conference/program, should any additional conference/program-related expenses be incurred, these expenses must be pre-approved by an authorized Santa Ana College representative on an On-Site Order Form. Approved purchases will be billed to the Master Account. A list of authorized Master Account signers must be provided by Santa Ana College **prior to JULY 21, 2016**.

A.5 PREPAYMENT:

Prepayment for 100% of the estimated room and board charges and all auxiliary costs (e.g. meeting room, audio/visual, food and beverage, etc.), must be received no later than **July 14, 2016**. **A final bill detailing the Group's balance, if any, will be mailed out approximately fifteen (15) business days after Santa Ana College departs on JULY 23, 2016. See section C.4 for payment details.** Any adjustment of cost made in agreement between UCLA and Santa Ana College, or as a result of other changes in service, will be applied to Santa Ana College's Final Bill.

A.6 REFUNDS:

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

B. GROUP RESUME/ DUE DATES

B.1 GROUP RESUME:

Approximately **ten (10) business days prior to JULY 21, 2016**; the Group will receive a Group Resume, which specifies mutually agreed upon details concerning the *Santa Ana College Academic Talent Search Program 2016*. Any changes to the Group Resume must be agreed upon and signed by both parties.

B.2 DUE DATES:

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

C. ATTRITION / FINAL CHARGES / CANCELLATION

C.1 INITIAL PROJECTION:

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

C.2 ATTRITION CLAUSE:

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

Please initial in the space provided that SANTA ANA COLLEGE has read Section C.2 and fully understands the financial commitment stated in Section D.2.
SANTA ANA COLLEGE representative (Dean/Director/Chief Financial Officer): _____

C.3 HOUSING/ROOMING LIST:

A **FINAL** housing list, indicating names, gender, and roommate preference (if applicable) for all residential participants must be submitted to UCLA Conference Services or directly to residence hall management **five (5) business days prior to JULY 21, 2016.** **Please note that UCLA Conference Services reserves the right to charge Santa Ana College a \$50.00 per day late charge for each day beyond the final housing list due date until the Group's housing list is received.** Specific contracted room types cannot be guaranteed without a rooming list. Housing lists must be submitted in the designated format provided by UCLA Conference Services. Housing lists must be legible, include the participants' first and last names, and must indicate gender. Reasonable changes such as additions, cancellations and corrections to the housing list may incur without penalty at the discretion of UCLA Conference Services. ***Unreasonable changes on the conference/program check-in date will not be accepted. If the Group violates this policy, UCLA Conference Services reserves the right to charge a penalty fee of \$250.00 since the housing list submitted was not considered final.***

C.4 CANCELLATION:

Santa Ana College agrees that should it change its meeting location or otherwise cancel this contract, actual damages would be difficult to determine. The following cancellation fees represent a reasonable effort on behalf of UCLA Conference Services to establish actual damages for such cancellation. In the event of a cancellation, the Attrition Clause (Section C.2) is no longer applicable. Said cancellation fees shall be due and payable on demand by UCLA Conference Services:

Less than 6 Months **100% of the Group's anticipated Gross Revenues***

**Gross Revenues is derived from the Package rate value for sleeping rooms, all Catering functions, and any auxiliary services if the conference/program was held as scheduled.*

D. HOUSING

D.1 ROOM RATES:

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

Package Rates for the *Santa Ana College Academic Talent Search Program 2016* are as follows:

Room	Single Rate	Double Rate	Triple Rate
Dykstra Hall	\$ 116.00	\$ 149.00	\$ 180.00

D.2 ROOM BLOCK:

UCLA Conference Services has reserved the following accommodations for *Santa Ana College*.

	7/21/2016	7/22/2016	7/23/2016
Dykstra Hall Double Occupancy Rooms	15	15	Check-out

Santa Ana College has requested triple rooms for some participants. Triple rooms are limited and cannot be guaranteed. Triple rooms are assigned subject to availability and the boy/girl ratio upon receipt of the final rooming list. UCLA Conference Services will make every effort to accommodate the Group's request for triple rooms, but reserves the right to reassign room types in the event triple rooms are not available.

Please initial in the space provided that Santa Ana College understands and fully accepts the financial commitment amount due to UCLA Conference Services is a minimum of \$4,023.00. This amount is based on the package rate commitment only (room rate x total room nights x ninety percent (90%) as stated in the Attrition Clause (Section C.2). This amount does not reflect any additional charges that may be incurred or associated with this conference/program. In the event of a cancellation, the Attrition Clause is no longer applicable but rather the terms and conditions stated in the Cancellation Clause (Section C.4).

Santa Ana College representative (Dean/Director/Chief Financial Officer): _____

D.3 AMENITIES/HOUSEKEEPING:

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

D.4 ADA:

The University is responsible for ensuring that persons with disabilities have access to all University programs, services, and activities. UCLA residential facilities contain units accessible to people with disabilities. Acceptable rooms for persons with disabilities will be provided at the same cost as those rooms contracted for by Santa Ana College. To ensure that specific rooms are provided, please assess the needs of the participants with disabilities and inform UCLA Conference Services **a minimum of fifteen (15) business days prior to JULY 21, 2016 of any special requests.** Santa Ana College's obligation is to make certain that the program is conducted in such a manner that it is accessible to all persons with disabilities.

D.5 TELEPHONES/IN ROOM INTERNET ACCESS:

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

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

D.6 PETS:

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

E. CHECK-IN AND CHECK-OUT

E.1 CHECK-IN:

Standard Housing Check-in time is 4:00 p.m. UCLA Conference Services cannot guarantee early check-ins prior to 4 p.m. on day of arrival. Every effort will be made to accommodate early arrivals, as individual rooms become available. A room key will be provided to the conference/program participants upon check-in. This room key is necessary for entry into the sleeping facilities and dining rooms.

E.2 CHECK-OUT:

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

E.3 LOST KEYS/CARDS:

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

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

F. FRONT DESK FUNCTIONS

F.1 HOURS:

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

F.2 MESSAGES/MAIL:

Both telephone messages and mail may be picked up and/or dropped off at the front desk of the residential facility of where the group is residing. The address of the designated residential facility must be used for incoming mail, rather than the UCLA Conference Services' address, as UCLA Conference Services cannot guarantee mail delivery to the respective residential facility during the busy conference season. To ensure proper handling of mail, the address must include the conference guest's first and last name and the appropriate conference name and dates. UCLA cannot guarantee but will make every effort to return mail to Santa Ana College if received after JULY 23, 2016.

F.3 PACKAGES:

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

1) Santa Ana College Academic Talent Search Program 2016, 2) JULY 21, 2016 - JULY 23, 2016, 3) Attention: Aubrey Sendra. Please do not send materials more than **five (5) business days prior to JULY 21, 2016**, as UCLA has limited storage space. Charges may be assessed for storing or moving these materials. At Santa Ana College's own expense, arrangements must be made for the return shipping of any surplus materials. UCLA Conference Services reserves the right to discard any materials not removed within **three (3) business days after JULY 23, 2016**. UCLA Conference Services is not responsible for any lost or damaged items left at UCLA.

G. MARKETING MATERIALS

G.1 BROCHURES/FLYERS/POSTERS:

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

G.2 PROMOTIONS:

Selling of materials (such as T-shirts, memorabilia, etc.) during the *Santa Ana College Academic Talent Search Program 2016* must be pre-approved by UCLA Conference Services **fifteen (15) business days prior to JULY 21, 2016.** Sales in the residential facilities must be in an enclosed facility (not outdoors) in order to waive the standard 20% surcharge/commission. If any sales take place outside of the residential facilities, the sales are subject to the above commission or a flat fee charge.

G.3 AGENDA/ITINERARY:

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

G.4 UCLA NAME:

Unauthorized use of the name "University of California Los Angeles," in any form, including the term "UCLA," is prohibited. All promotional materials for the Group's conference/program must be submitted to UCLA Conference Services for approval. The following constitutes uses by Santa Ana College of the name "University of California Los Angeles" or "UCLA" that are acceptable to UCLA for the purpose of citing the location of the *Santa Ana College Academic Talent Search Program 2016* to be held on the campus of UCLA from JULY 21, 2016 - JULY 23, 2016. Any references to the "University of California Los Angeles" and to "UCLA" as to the site of the conference/program must meet with the language below:

1. *Santa Ana College Academic Talent Search Program 2016* at UCLA
[or "at the University of California Los Angeles"]

2. *Santa Ana College Academic Talent Search Program 2016* will take place in Los Angeles at the conference and training center on the California Los Angeles campus (UCLA).

G.5 FILM PERMITS

Santa Ana College is permitted to photograph or otherwise record an event at UCLA venues for non-profit news coverage, training, educational, membership and/or archival use only. The Group must obtain the University's prior approval and follow guidelines delineated in the UCLA Photography, Motion Picture, and Television Permit. Santa Ana College must contact UCLA Conference Services **thirty (30) business days prior to JULY 21, 2016** to obtain the permit. The Group's photographers must carry a copy of UCLA's film permit with them at all times.

H. MEAL SERVICE

H.1 MEAL PLAN:

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

H.2 COMMUTER MEAL TICKETS:

UCLA Conference Services will allow the Santa Ana College the opportunity to purchase meal tickets ordered in advance and charge them to the Master Account. Santa Ana College will be billed for the meal tickets issued and will receive a credit, minus a processing fee of \$35.00 or a total of 10% of those meal tickets returned to UCLA Conference Services, whichever is greater. Refund requests must be made **no later than 5:00pm on JULY 23, 2016**. **All UN-used meal tickets must be returned to the Conference Services Manager/Coordinator or to the Conference Services Office.** All meal tickets billed to the Master Account are subject to the 9.00% California Sales Tax (or then prevailing %). With proof of sales tax exemption, pre-purchased meal tickets may be tax exempt.

Prices for advance purchase commuter meal tickets are as follows:

Breakfast:	\$12.00
Lunch:	\$15.00
Dinner:	\$16.00

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

H.3 MEAL HOURS:

8

Initials _____

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

Breakfast	7:00am – 9:00am
Lunch	11:00am – 2:00pm
Dinner	5:00pm – 8:00pm

Hours are subject to change based on operational requirements. If Santa Ana College requests customized meal hours outside of the hours listed in H.3, **UCLA Conference Services must be notified fifteen (15) business days prior to JULY 21, 2016 of such a request.** Applicable service charges for customized meal hours are approximately \$350.00/each half hour.

H.4 STAGGERED MEAL TIMES:

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

H.5 LOCATION:

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

H.6 DINING RULES:

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

H.7 MEALS NOT TAKEN:

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

I. CATERING

I.1 RESERVATIONS:

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Initials _____

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

Catering services should be ordered from the UCLA Catering Office (310) 825-7021, **a minimum of thirty (30) business days prior to JULY 21, 2016.** All catered events are subject to the policies, procedures and guidelines set by UCLA Catering. Catered events ordered on-site are at the sole discretion of UCLA Catering due to deadlines, availability of food items, etc. All catered events must be paid prior to arrival and will be part of the Prepayment as stated in Section A.4 of this contract. All catered events billed to the Master Account are subject to the 9.00% California Sales Tax (or then prevailing %). With proof of sales tax exemption, catered events may be tax exempt.

I.2 ALCOHOL:

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

I.3 CATERING CREDIT:

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

J. MEETING ROOMS

J.1 RESERVED SPACE

Based on Santa Ana College's preliminary request, UCLA Conference Services has reserved meeting space, listed below, best appropriate for your meeting needs. These venues may change based on actual attendance, sleeping room pick-up, etc. An event facilitator, in addition to the Sales Manager, will be assigned to oversee your needs. Audio/visual charges are NOT included in the meeting room rates and are considered additional charges. All meeting rooms are non-smoking and only rooms in Sunset Village/Covel Commons, De Neve Plaza, and Bradley International Center are air-conditioned.

UCLA is **not** liable for lost or stolen items left in meeting rooms or public areas.

No meeting rooms have been reserved at this time.

J.2 AUDIO/VISUAL:

UCLA Conference Services maintains adequate inventory of audio-visual equipment in-house. Due to the volume of conferences held simultaneously, UCLA Conference Services' audio-visual equipment is offered on a first-come, first-serve basis. In the event that UCLA Conference Services needs to outsource in order to meet the Group's requirements, UCLA Conference Services will pass these charges along to the Group. All audio/visual equipment must be ordered **fifteen (15) business days prior to JULY 21, 2016**. Final arrangements and last minute changes must be made **five (5) business days prior to JULY 21, 2016**. If Santa Ana College brings in their own audio-visual equipment, it is the sole responsibility of Santa Ana College and subject to daily set-up charges.

J.3 FUNCTION LOCATION ASSIGNMENTS:

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

J.4 CANCELLATION:

UCLA Conference Services must be notified in writing **twenty (20) business days prior to JULY 21, 2016** of any meeting room cancellations in order to avoid meeting room cancellation charges. Meeting rooms canceled less than twenty (20) business days prior to arrival are subject to the following cancellation charges.

Less than:

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

Cancellation Charges:

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

K. PARKING

K.1 PERMITS:

Parking permits are required at all times for all vehicles parked on campus. Santa Ana College may purchase parking permits and arrange parking services through UCLA Conference Services **no later than fifteen (15) business days prior to JULY 21, 2016**. The University is **not liable** for theft, damage to, or loss of vehicles parked on campus.

Daily rate: \$12.00/vehicle*
10-Day parking permit: \$120.00/vehicle*

30-Day parking permit: \$330.00/vehicle*

**Rates are subject to change prior to Summer 2016 at UCLA Parking Services' discretion.*

Parking access card (flat fee): \$5.00/access card (for lots not in the residential area)

Unreturned/lost parking access cards will incur a fee of \$30.00 per access card.

K.2 REFUNDS:

Unused parking permits will be refunded, minus a \$50.00 processing fee or a total of 10% of permit costs whichever is greater, if returned to UCLA Conference Services **no later than 5:00pm on JULY 23, 2016.** Parking permits are considered unused if there is no date written on the daily permits and no initials on the conference permits. Unused permits must be returned in bulk and not on an individual basis. UCLA Conference Services cannot refund any unused permits received later than 5:00pm on the day of departure.

K.3 VIOLATIONS:

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

K.4 PARKING STRUCTURES:

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

L. RECREATIONAL FACILITIES:

L.1 INDIVIDUAL RECREATION:

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

L.2 GROUP RECREATION:

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

M. AUXILIARY SERVICES

M.1 GROUP EXCURSION TICKETS:

Group tickets for local attractions, professional exhibits, sporting events, and concerts can be requested through UCLA Conference Services and are subject to availability. **All preliminary requests for group tickets must be submitted to the Conference Services Department a minimum of forty-five (45) business days prior to JULY 21, 2016. Final requests must be confirmed a minimum of thirty (30) business days prior to JULY 21, 2016.** If the requests are made later than the above cut-off date, an additional service charge may apply. There are no refunds on the group tickets. Guest Relations information and service will be available at the front desk of Sunset Village and/or DeNeve Plaza for individual reservations.

M.2 GROUND TRANSPORTATION:

UCLA Conference Services can assist Santa Ana College with arranging ground transportation both on- and off-campus for shuttle service, vans, cars, and buses and are subject to availability. **If coordinated through UCLA Conference Services, arrangements for ground transportation must be made thirty (30) business days prior to JULY 21, 2016.** Applicable charges for ground transportation will apply.

N. HOUSE RULES

N.1 ALCOHOL /DRUG POLICY:

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

N.2 SUPERVISION:

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

O. INSURANCE

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Initials _____

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

O.1 MINIMUM COVERAGE:

Fifteen (15) business days prior to JULY 21, 2016; Santa Ana College must submit to UCLA Conference Services a Certificate of Insurance, or a letter of permissible self-insurance. UCLA Conference Services must receive both the ACORD Certificate of Insurance along with Additional Insured Endorsement specifically naming The Regents of the University of California as additional insured. The documents submitted must show evidence that the Group is insured for the period of the conference/program with a minimum coverage outlined below.

Insurance Requirements:

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

O.2 DAMAGES:

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

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

P. GOVERNING LAW:

P.1 INDEMNIFICATION:

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

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

P.2 FORCE MAJEURE:

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

P.3 TAX EXEMPT:

In order for the Group to be tax exempt, Santa Ana College must furnish a State of California Certificate of Sales Tax Exemption. This certificate must be submitted to UCLA Conference Services no later than **forty-five (45) business days prior to JULY 21, 2016.**

P.4 RELATIONSHIP:

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

UCLA *Conference Services*

Q. AUTHORIZATION

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

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

ACCEPTED AND AGREED TO:

Santa Ana College

UCLA Conference Services

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

By: _____
Aubrey Sendra, CMP
Event Manager

Date: _____

Date: _____



By: _____
Jason D. Walley
Director of Conference &
Event Operations

Date: _____

In Compliance with Delegation of Authority 156.24 – execution of this agreement by:

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

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

To: Board of Trustees	Date: May 16, 2016
Re: Approval of Renewal Agreement with Santa Ana Beauty Academy to Operate the Santiago Canyon College Cosmetology Program	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

The Rancho Santiago Community College District-Santiago Canyon College will receive apportionment for students enrolled in this program. The District will contract with SABA to provide the facility and instructional services. SABA will be compensated based on a revenue sharing formula of actual positive attendance hours generated on a per student basis. During this contract period, SCC will pay SABA \$4.35 per hour of instruction, not-to-exceed 50,574 hours between July 1, 2016-June 30, 2017. Billings will be managed on a monthly basis.

RECOMMENDATION

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

Board Date: May 16, 2016
Fiscal Impact: A positive fiscal impact of revenues to the college is contingent upon student enrollments. RSCCD-SCC shall pay the above listed "Contractor" known as Santa Ana Beauty Academy (SABA) an amount not-to-exceed \$220,000 between July 1, 2016-June 30, 2017.
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education Kari Irwin, Associate Dean, Business & Career Technical Education
Submitted by: John Weispenning, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D, Chancellor

SANTA ANA BEAUTY ACADEMY
and
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

VOCATIONAL COSMETOLOGY EDUCATION AGREEMENT 2016-17

This Agreement is made and entered into this 1st day of July, 2016, by and between the Rancho Santiago Community College District – Santiago Canyon College (hereinafter referred to as “District”) and Santa Ana Beauty Academy (hereinafter referred to as “Contractor”) located at 2231 N. Tustin Avenue, Santa Ana, CA 92705.

WITNESSETH

WHEREAS, the District, through Santiago Canyon College, intends to provide a vocational education program for the benefit of eligible students of the District, under the State Plan for Vocational Education and the Federal Vocational and Technical Education Act of 1998, through this agreement with the Contractor in order to prepare such students for the vocations of licensed cosmetologist, and/or licensed Cosmetologist/Esthetician/Barber and it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology, or Cosmetologist /Esthetician/Barber for such students; and

WHEREAS, the Board of Trustees for Rancho Santiago Community College District has approved the contracting out of the cosmetology program pursuant to Education Code 78015; and

WHEREAS, the District has an obligation under Sections 55607, 55620, and 55630 of Title 5 to report on vocational education contracts with Private Postsecondary institutions to the State Chancellor’s Office; and

WHEREAS, the District also intends to limit the hours of instruction up to a maximum of 50,574 student positive attendance hours, the enrollment pattern may consist of full-time students (a maximum of 8 hours per day, forty hours per week) or part-time students attending less than 8 hours per day, but shall not exceed 50,574 total student attendance hours for the Agreement. The total number of students enrolled shall not exceed a number at which the District funded program may operate effectively; and

WHEREAS, Contractor represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds a current institutional approval issued by the Bureau for Private Post-secondary Education as required under California Education Code section 94893 and 94894 and Title 5 of the California Code of Regulations Code section 71660.

WHEREAS, Contractor represents that each instructor of the Contractor in this program possesses a certificate of authorization for service in a California Private Postsecondary

Educational Institution pursuant to California Education Code Article 3, Division 10, Part 59, Chapter 8 (94948) "Licensure" includes any license, certificate, permit, or similar credential that a person must hold to lawfully engage in a profession, occupation, trade, or career field; and a valid license to teach issued by the State Board of Barbering and Cosmetology; and valid minimum qualifications for faculty to teach in cosmetology as stated and required by Administrative Regulations Title 5, Section 55530(e) and approved by the Rancho Santiago Community College Board of Trustees.

WHEREAS, Contractor represents that its financial resources are adequate to insure operation for the duration of the student training period and the Contractor operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, age, citizenship, medical condition, physical handicap or marital status; and

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

WHEREAS, Contractor represents that it maintains current, accurate records of both student attendance based on time cards and progress. The Contractor consents to inspection of these records by authorized representatives of the District, California Community College Board of Governors, other regulatory and administrative agencies and the California Board of Barbering and Cosmetology; and

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

WHEREAS, the District intends to provide, for the benefit of selected, eligible students of the District, a vocational education program under the State Plan for Vocational Education through this agreement with the Contractor, in order to prepare such students for the vocation of Cosmetology/Esthetician/Barber, it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology/Esthetician/Barbering for such students; and,

WHEREAS, the Contractor operates as a private, post-secondary, vocational school offering instruction and training in Cosmetology/Esthetician/Barbering;

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

1. All of the above recitals are true and correct.
2. The Contractor shall comply with all provisions of The California Education Code and Title 5 of the California Code of Administrative Regulations applicable to said Contractor's school to which the District's students are to be assigned, including, but not limited to the holding by Contractor of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in cosmetology; it being agreed that
 - a. The Contractor shall submit to the District evidence of compliance with this certificate and license requirement prior to the assignment by the District of any of its students to the Contractor's school; and
 - b. The Contractor shall continue to operate such a school during the term of this Contract.
 - c. The Contractor's school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
3. The Contractor shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statues including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in cosmetology.
4. The Contractor shall provide and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
5. The Contractor shall comply with applicable provisions of the Higher Education Act of 1965, as amended, and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance.
6. The Contractor shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964 and ADA (the Americans With Disabilities Act), and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance. Contractor agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person and shall provide reasonable accommodations.
7. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained,

arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

8. The District and the Contractor shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which cosmetology is a part.

9. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.

10. The Contractor shall provide for sixteen hundred (1600) hours of approved instruction and training per student in Cosmetology, fifteen hundred (1500) hours of approved Barbering instruction per student, or six hundred (600) hours of approved Esthetician instruction per student constitutes the State prescribed educational program to be completed prior to the Board Examination and License of students. For each District student, Contractor shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the District authorized to attend the Contractor's school located at 2231 N. Tustin Avenue, Santa Ana, CA 92705 as established elsewhere in this contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the District shall be limited by the period of time between the enrollment date of the student and the final termination date of this contract and the limitations on hours of instruction as established elsewhere in this Contract.

- a. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, fifteen hundred (1500) hours per student in Barbering, or six hundred (600) hours per student in Esthetician instruction as detailed above for the respective fields shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate and/or a license in those fields.
- b. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, fifteen hundred (1500) hours per student in Barbering, or six hundred (600) hours per student in Esthetician shall be given in a proportionate manner over a period of three college semesters or two college semester and a summer session from the date of enrollment for a full-time forty (40) hours per week student. A student who attends part-time may complete the program in any other combination until a total of 1600 hours in cosmetology, 1500 hours in barbering, or 600 hours in esthetician has been completed. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of 20-24 hours and a maximum of 40 hours in any calendar week. Instruction time shall be provided by the Contractor for all

students who wish such instruction during the school holidays (excluding legal holidays), winter recess and summer vacation provided such instructional time does not exceed the total hours stipulated within this Agreement.

- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the District, it being understood that the District, acting through its representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, fifteen hundred (1500) hours per student in Barbering, or six hundred (600) hours per student in Esthetician shall be given under the direct supervision of California licensed cosmetology instructors holding valid California teaching credentials authorizing services in the area of cosmetology in career technical education programs in a community college or possessing equivalent qualifications as established by the District, proof of minimum qualifications to be maintained by the District, and all District students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "Agreement for Teaching Services or Instructional Service Agreement" (provided separately).
- e. Should it become necessary for one or more District student(s) to transfer to the Contractor from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, career technical education schools for instruction and training in cosmetology, the Contractor agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- f. Any student of the District who completes sixteen hundred (1600) hours of approved instruction and training in Cosmetology, fifteen hundred (1500) hours of approved Barbering instruction, or six hundred (600) hours of approved Esthetician instruction, and has not had the minimum instruction and training required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the Contractor such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the District.
- g. The Contractor shall participate in a program review and validation conducted by the District and at the discretion of the District. Said program review shall include, but is not limited to, advisory committee minutes, student completion

statistics, student surveys, student evaluations, a review of Contractor's curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, record keeping process and practices, governance, and Contractor-District relationship. In the event a program review is requested, Contractor shall be given at least sixty (60) days written notice. Contractor shall complete a self-appraisal in the format supplied by District and submit said self-appraisal to District thirty (30) days prior to a site visitation by District representatives.

11. The Contractor shall provide, without additional charges to the District or the District's students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the District without cost to students in this or other career technical education offerings of said District; and may require students covered by this Contract to purchase such offerings of said types and/or kinds of instructional materials as the District ordinarily requires students in this or other vocational offerings of said District to furnish without cost to said District; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools and/or equipment and uniforms. All material and equipment supplied by the Contractor shall remain the property of the Contractor and shall not be removed from the Contractor's premises without the permission of the Contractor.

12. The District shall pay to the Contractor \$4.35 for each hour of approved positive attendance by authorized students of the District covered by this Contract, pursuant to the terms and conditions noted hereinafter.

- a. District payments shall be made upon completion of modules and mutually agreed upon by both District and Contract. Payment shall be based upon a certification of the hours of such attendance during the previous calendar months at the Contractor's place of instruction and training; it being agreed that each certification shall be on forms supplied by the District, and shall be based upon daily attendance records maintained by the Contractor, and subject to review and/or audit by an authorized representative of the District.
- b. The Contractor shall submit and certify monthly positive attendance statements, rosters, and billings to Santiago Canyon College, 8045, E. Chapman Avenue, Orange CA 92869 Attention: Dean, Business & Career Technical Education or designee, within five business days preceding the previous months positive attendance. All positive attendance hours shall be submitted on District forms. Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees, students college identification, social security number, date of birth, and number of actual hours of instruction given. It is the responsibility of Contractor to ensure that delivery is made to the appropriate office.
- c. Records of enrollee attendance shall be maintained by the Contractor for a period of five (5) years and shall be available for review by the District, its staff, its

auditor, the Office of Private Post Secondary Education, and the staff of the Vocational Education Unit of the California Community Colleges – Chancellor's Office.

- d. The Contractor shall not be reimbursed for more than a total of sixteen hundred (1600) hours of instruction and/or training for any one student.
- e. In the event a District student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the District shall be responsible to the Contractor for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
- f. In the event that the District determines that the total direct and indirect cost to provide the same sixteen hundred (1600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the District, or the tuition the Contractor charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the Contractor agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
- g. Contractor states that 40% of the above hourly rate represents actual costs of instructors, including all salary related benefits, 20% of the above hourly rate represents rental of equipment, and 40% of the above hourly rate represents rental of facilities.
- h. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.
- i. Contractor shall submit with their monthly statement a copy of any site visitation reports made by the State Board of Cosmetology.

13. Except as noted in this Contract, the Contractor shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

14. The Contractor agrees to accept new students during each enrollment period established by the District.

15. The District shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion; it being understood that during such times as any District student is in

attendance in the Contractor's school, such student will be subject to the Contractor's rules and regulations relating to conduct, health, and safety; and operating procedures; it being understood that disciplinary action leading to suspension or dismissal of a District student shall be taken only by the District after consultation with the Contractor.

16. The Contractor will provide those administrative functions essential for the operation of his/her facility at his/her own expense.

17. The Contractor and the District shall ensure that ancillary and support services as relating to counseling, guidance and placement are provided for the students.

18. The Contractor shall maintain accurate records of attendance, financial aid and progress for each student and evaluations of each student at the request of the District, and shall submit to the District such information from such records as is requested by the authorized representative(s) of the District; it being understood that such submittals may be upon a regular schedule and /or upon special requests and it being further understood that there shall be no release of information from such records to any party other than such representative(s). Contractor shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the District.

19. The District shall be financially committed to the cosmetology program only for the amount of monies adopted by the Rancho Santiago Community College District Board of Trustees for this program during the 2016/2017 calendar year starting on July 1, 2016 and expires on June 30, 2017. In the event that monies are exhausted, the Contractor's school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the District or the student.

20. The Contractor shall permit inspections by authorized representatives of the District, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the Contractor's school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, is required, audit school records; interview students and others; and/or evaluate physical plant, instructional aide equipment, and classes in session.

21. Contractor will obtain and maintain all workers' compensation insurance required by law for employees in the operation of this program.

22. Contractor provides, when required by law and at the Contractor's own expense workers' compensation insurance coverage for any student.

23. The Contractor shall indemnify and hold harmless the District and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and

liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by Contractor.

- a. In satisfaction of this requirement, the Contractor, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the Contractor's expense, a policy of general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for personal injury or death, and not less than twenty-five thousand dollars (\$25,000) for property damage.
 - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such general liability and property damage insurance business in the State of California.
 - ii. Said policy shall expressly name District, its entities, officers, agents, and employees, the Board of Governors of the California Community Colleges and the State of California and their agents, employees, and officers as additional insured.
 - iii. Said policy shall provide that the District shall be given not less than ten (10) days written notice of any cancellation, modification, or reduction of policy coverage.
 - iv. Contractor shall provide to the District a certificate of insurance covering the contract period and stating the required coverage.
 - v. A copy of said policy shall be furnished at all times to the District; and said copy shall be kept up to date by the Contractor.
- b. In satisfaction of this requirement, the Contractor shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this contract by the Contractor.
- c. Such insurance afforded by this policy for the District, the Board of Governors of the California Community Colleges, the State of California, and their officers, agents, and employees shall be primary and any insurance carried by the District, the Board of Governors of the California Community Colleges, the State of California and their officers, agents, and employees shall be excess and non-contributory.

24. The Contractor shall not use, without prior written approval of the District, the name "Rancho Santiago Community College District" or "Santiago Canyon College" or any of said

District's administrative units, singly or in combination, in any printing or posted materials referring to the Contractor's school and/or the course of instruction.

25. This Contract shall automatically terminate July 1, 2017, it being agreed that either party to this Contract may terminate the Contract at the end of any enrollment term by giving thirty (30) days prior written notice to the other party; and it being agreed that at the time of termination of this Contract neither party shall have any obligation to the other party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. The Contractor shall notify the District of any change in facility location during the period of this Agreement. Facilities must be within the geographical boundaries of the District. The District reserves the right to terminate this Agreement due to a facility change which the District determines to be inadequate for instructional purposes or is outside the district boundaries.

26. The District and the Contractor reserve the right to terminate this Agreement by giving thirty (30) days prior written notice. In addition, the District may terminate this Agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice. Should a termination notice be provided, no new students will be accepted after the notice has been served on the other party.

27. This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the parties hereto.

28. Any notice given under this Contract shall be deemed given when personally served upon the Chancellor of the District or upon the Contractor, or when sent certified mail, return receipt requested and deposited in the mails of Orange County in a sealed envelope with postage thereon prepaid from one party to the other addressed as follows:

To District: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
Attn: Vice Chancellor for Business Operations/Fiscal Services

To Contractor: Santa Ana Beauty Academy
2231 N. Tustin Avenue
Santa Ana, CA 92705
Attn: Owner – Phuong-Dung (Tammy) Nguyen
Tax Identification Number: 26-3764483

29. Contractor shall provide all students who complete the program and pass the State Board of Cosmetology examinations with job placement services. Such placement records shall be kept and recorded to the District annually.

30. Should the District exercise its right to terminate this Agreement, students currently enrolled shall have the option to complete the current semester or summer school session at a cost not to exceed the rate per student instructional hour as set forth herein. Such fees to be paid directly to the Contractor by the student.

31. The Contractor shall be in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title IX of the Education Amendments to the Higher Education Act of 1972 as amended, Section 04 of the Rehabilitation Act of 1973 as amended, U.S. Presidential Executive Order 11246, and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, Title IV, Federal Student Financial Aid Regulations and all applicable local, state, and federal health and safety regulations.

32. This Contract shall be valid and effective upon the approval of the Chancellor of the California Community Colleges.

In Witness Hereof, the Parties hereto have executed this Contract as of the day and year first written above.

SANTA ANA BEAUTY ACADEMY

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: 
Phuong-Dung (Tammy) Nguyen

By: 
Peter J. Hardash

Title: Owner/Director

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

Date: 4/26/16

Date: _____

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63852	General Fund Unrestricted	0.00	1,641.50	-1,641.50	92*0466805	92*0466805
63854	General Fund Unrestricted	11,663.93	0.00	11,663.93	92*0466835	92*0466853
63855	General Fund Unrestricted	58,512.05	0.00	58,512.05	92*0466867	92*0466889
63856	General Fund Unrestricted	2,024,880.63	1,994,653.13	30,227.50	92*0466890	92*0466915
63863	General Fund Unrestricted	18.90	0.00	18.90	92*0466948	92*0466948
63864	General Fund Unrestricted	57,193.54	0.00	57,193.54	92*0466994	92*0467014
63865	General Fund Unrestricted	66,713.31	0.00	66,713.31	92*0467019	92*0467050
63868	General Fund Unrestricted	434.80	0.00	434.80	92*0467067	92*0467081
63869	General Fund Unrestricted	55,405.25	0.00	55,405.25	92*0467085	92*0467102
63872	General Fund Unrestricted	2,007,092.34	0.00	2,007,092.34	92*0467110	92*0467155
63873	General Fund Unrestricted	4,722.57	0.00	4,722.57	92*0467169	92*0467198
63874	General Fund Unrestricted	4,043.50	0.00	4,043.50	92*0467199	92*0467226
63880	General Fund Unrestricted	40,285.64	0.00	40,285.64	92*0467250	92*0467269
63881	General Fund Unrestricted	2,493.58	0.00	2,493.58	92*0467287	92*0467298
63882	General Fund Unrestricted	34,811.66	0.00	34,811.66	92*0467300	92*0467323
63886	General Fund Unrestricted	24,510.57	0.00	24,510.57	92*0467363	92*0467380
63887	General Fund Unrestricted	18,567.52	0.00	18,567.52	92*0467384	92*0467393
63893	General Fund Unrestricted	25,603.08	0.00	25,603.08	92*0467410	92*0467431
63894	General Fund Unrestricted	94,329.55	0.00	94,329.55	92*0467432	92*0467456
63895	General Fund Unrestricted	47,866.43	0.00	47,866.43	92*0467463	92*0467509
63902	General Fund Unrestricted	18,595.00	0.00	18,595.00	92*0467546	92*0467579
63903	General Fund Unrestricted	4,605.09	0.00	4,605.09	92*0467586	92*0467595
63906	General Fund Unrestricted	26,804.17	0.00	26,804.17	92*0467613	92*0467627
63907	General Fund Unrestricted	1,294.39	0.00	1,294.39	92*0467638	92*0467647
63908	General Fund Unrestricted	1,252.56	0.00	1,252.56	92*0467664	92*0467670
63912	General Fund Unrestricted	37,818.78	0.00	37,818.78	92*0467697	92*0467714
63913	General Fund Unrestricted	131,523.83	0.00	131,523.83	92*0467722	92*0467750
63914	General Fund Unrestricted	6,137.44	0.00	6,137.44	92*0467758	92*0467760
63915	General Fund Unrestricted	19,529.49	0.00	19,529.49	92*0467784	92*0467816
63916	General Fund Unrestricted	650.20	0.00	650.20	92*0467822	92*0467838
63917	General Fund Unrestricted	17,835.90	0.00	17,835.90	92*0467839	92*0467911
63918	General Fund Unrestricted	23,259.00	0.00	23,259.00	92*0467912	92*0467995
63919	General Fund Unrestricted	25,260.70	0.00	25,260.70	92*0467996	92*0468107
63924	General Fund Unrestricted	15,544.02	0.00	15,544.02	92*0468127	92*0468133
63925	General Fund Unrestricted	13,828.93	0.00	13,828.93	92*0468136	92*0468164
Total Fund 11 General Fund Unrestricted		\$4,923,088.35	\$1,996,294.63	\$2,926,793.72		

Checks Written for Period 04/13/16 Thru 05/03/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62454	General Fund Restricted	0.00	300.00	-300.00	92*0434615	92*0434615
62568	General Fund Restricted	0.00	160.00	-160.00	92*0435874	92*0435874
63776	General Fund Restricted	0.00	2,070.00	-2,070.00	92*0465763	92*0465763
63831	General Fund Restricted	0.00	10.39	-10.39	92*0466529	92*0466529
63854	General Fund Restricted	13,136.58	0.00	13,136.58	92*0466834	92*0466856
63855	General Fund Restricted	33,288.01	0.00	33,288.01	92*0466862	92*0466869
63856	General Fund Restricted	29,370.85	0.00	29,370.85	92*0466898	92*0466912
63863	General Fund Restricted	49,762.38	0.00	49,762.38	92*0466944	92*0466955
63864	General Fund Restricted	76,826.18	0.00	76,826.18	92*0466956	92*0467018
63865	General Fund Restricted	6,623.00	0.00	6,623.00	92*0467021	92*0467052
63868	General Fund Unrestricted	30,168.33	0.00	30,168.33	92*0467058	92*0467083
63869	General Fund Unrestricted	10,788.17	0.00	10,788.17	92*0467084	92*0467107
63872	General Fund Restricted	29,904.12	0.00	29,904.12	92*0467118	92*0467131
63873	General Fund Restricted	8,692.32	0.00	8,692.32	92*0467156	92*0467197
63880	General Fund Restricted	6,831.07	0.00	6,831.07	92*0467256	92*0467268
63881	General Fund Restricted	45,097.10	0.00	45,097.10	92*0467270	92*0467299
63882	General Fund Restricted	8,100.78	0.00	8,100.78	92*0467324	92*0467328
63883	General Fund Restricted	6,397.42	0.00	6,397.42	92*0467329	92*0467350
63886	General Fund Restricted	23,070.50	0.00	23,070.50	92*0467368	92*0467379
63887	General Fund Restricted	127,889.33	0.00	127,889.33	92*0467381	92*0467394
63893	General Fund Restricted	13,855.46	0.00	13,855.46	92*0467409	92*0467430
63894	General Fund Restricted	1,814.89	0.00	1,814.89	92*0467435	92*0467462
63895	General Fund Restricted	14,316.78	0.00	14,316.78	92*0467474	92*0467498
63901	General Fund Restricted	60,949.10	0.00	60,949.10	92*0467525	92*0467539
63902	General Fund Restricted	76,406.70	0.00	76,406.70	92*0467540	92*0467581
63903	General Fund Restricted	17,403.32	0.00	17,403.32	92*0467583	92*0467596
63906	General Fund Restricted	48,414.42	0.00	48,414.42	92*0467610	92*0467628
63907	General Fund Restricted	19,457.91	0.00	19,457.91	92*0467629	92*0467660
63908	General Fund Restricted	6,162.22	0.00	6,162.22	92*0467661	92*0467679
63912	General Fund Restricted	12,097.25	0.00	12,097.25	92*0467694	92*0467720
63913	General Fund Restricted	49,634.24	0.00	49,634.24	92*0467745	92*0467754
63914	General Fund Restricted	9,525.45	0.00	9,525.45	92*0467755	92*0467780
63915	General Fund Restricted	31,753.03	0.00	31,753.03	92*0467782	92*0467821
63924	General Fund Restricted	9,473.79	0.00	9,473.79	92*0468123	92*0468128
63925	General Fund Restricted	9,309.95	0.00	9,309.95	92*0468134	92*0468162
Total Fund 12 General Fund Restricted		\$886,520.65	\$2,540.39	\$883,980.26		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63854	GF Unrestricted One-Time Func	23,831.61	0.00	23,831.61	92*0466833	92*0466861
63865	GF Unrestricted One-Time Func	38,053.69	0.00	38,053.69	92*0467026	92*0467026
63869	General Fund Unrestricted	6,069.50	0.00	6,069.50	92*0467103	92*0467106
63872	GF Unrestricted One-Time Func	942.96	0.00	942.96	92*0467119	92*0467121
63882	General Fund Unrestricted	114.22	0.00	114.22	92*0467319	92*0467319
63883	GF Unrestricted One-Time Func	13,029.04	0.00	13,029.04	92*0467339	92*0467342
63886	GF Unrestricted One-Time Func	14,000.00	0.00	14,000.00	92*0467369	92*0467369
63887	GF Unrestricted One-Time Func	102.07	0.00	102.07	92*0467382	92*0467382
63902	GF Unrestricted One-Time Func	8,903.02	0.00	8,903.02	92*0467558	92*0467582
63903	GF Unrestricted One-Time Func	989.49	0.00	989.49	92*0467588	92*0467591
63906	GF Unrestricted One-Time Func	16,780.46	0.00	16,780.46	92*0467611	92*0467624
63907	GF Unrestricted One-Time Func	274.43	0.00	274.43	92*0467648	92*0467650
63912	GF Unrestricted One-Time Func	1,112.71	0.00	1,112.71	92*0467695	92*0467721
63914	GF Unrestricted One-Time Func	442.24	0.00	442.24	92*0467766	92*0467781
63924	GF Unrestricted One-Time Func	290.59	0.00	290.59	92*0468132	92*0468132
Total Fund 13 GF Unrestricted One-Time		\$124,936.03	\$0.00	\$124,936.03		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63805	Child Development Fund	0.00	630.00	-630.00	92*0466163	92*0466163
63853	Child Development Fund	2,169.52	0.00	2,169.52	92*0466830	92*0466832
63862	Child Development Fund	14,775.87	0.00	14,775.87	92*0466928	92*0466943
63867	Child Development Fund	12,193.09	0.00	12,193.09	92*0467055	92*0467057
63871	Child Development Fund	63.60	0.00	63.60	92*0467109	92*0467109
63879	Child Development Fund	10,834.28	0.00	10,834.28	92*0467237	92*0467249
63885	Child Development Fund	4,412.62	0.00	4,412.62	92*0467353	92*0467362
63892	Child Development Fund	11,095.45	0.00	11,095.45	92*0467403	92*0467408
63900	Child Development Fund	6,459.83	0.00	6,459.83	92*0467516	92*0467524
63905	Child Development Fund	911.94	0.00	911.94	92*0467600	92*0467609
63911	Child Development Fund	9,107.53	0.00	9,107.53	92*0467682	92*0467693
Total Fund 33 Child Development Fund		\$72,023.73	\$630.00	\$71,393.73		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63857	Capital Outlay Projects Fund	52,002.88	0.00	52,002.88	92*0466916	92*0466918
63866	Capital Outlay Projects Fund	5,703.46	0.00	5,703.46	92*0467053	92*0467054
63870	Capital Outlay Projects Fund	19,669.50	0.00	19,669.50	92*0467108	92*0467108
63878	Capital Outlay Projects Fund	99,911.75	0.00	99,911.75	92*0467232	92*0467236
63884	Capital Outlay Projects Fund	4,229.73	0.00	4,229.73	92*0467351	92*0467352
63891	Capital Outlay Projects Fund	12,763.25	0.00	12,763.25	92*0467399	92*0467402
63923	Capital Outlay Projects Fund	30,778.46	0.00	30,778.46	92*0468120	92*0468122
Total Fund 41 Capital Outlay Projects Fun		\$225,059.03	\$0.00	\$225,059.03		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63861	Bond Fund, Measure E	244,232.97	0.00	244,232.97	92*0466923	92*0466927
63877	Bond Fund, Measure E	18,116.00	0.00	18,116.00	92*0467230	92*0467231
63890	Bond Fund, Measure E	222,688.63	0.00	222,688.63	92*0467398	92*0467398
63899	Bond Fund, Measure E	318.60	0.00	318.60	92*0467515	92*0467515
63910	Bond Fund, Measure E	1,170.00	0.00	1,170.00	92*0467681	92*0467681
63922	Bond Fund, Measure E	14,913.90	0.00	14,913.90	92*0468117	92*0468119
Total Fund 42 Bond Fund, Measure E		\$501,440.10	\$0.00	\$501,440.10		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63860	Bond Fund, Measure Q	72,024.62	0.00	72,024.62	92*0466921	92*0466922
63876	Bond Fund, Measure Q	960.70	0.00	960.70	92*0467228	92*0467229
63889	Bond Fund, Measure Q	750.00	0.00	750.00	92*0467397	92*0467397
63898	Bond Fund, Measure Q	1,399,480.32	0.00	1,399,480.32	92*0467513	92*0467514
63921	Bond Fund, Measure Q	417,930.04	0.00	417,930.04	92*0468109	92*0468116
Total Fund 43 Bond Fund, Measure Q		\$1,891,145.68	\$0.00	\$1,891,145.68		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63859	Property and Liability Fund	276.00	0.00	276.00	92*0466920	92*0466920
63875	Property and Liability Fund	28,126.00	28,126.00	0.00	92*0467227	92*0467227
63888	Property and Liability Fund	13,054.15	0.00	13,054.15	92*0467395	92*0467396
63897	Property and Liability Fund	28,126.00	0.00	28,126.00	92*0467511	92*0467512
63904	Property and Liability Fund	5,311.81	0.00	5,311.81	92*0467597	92*0467599
Total Fund 61 Property and Liability Fund		<u>\$74,893.96</u>	<u>\$28,126.00</u>	<u>\$46,767.96</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63858	Workers' Compensation Fund	853.20	0.00	853.20	92*0466919	92*0466919
63909	Workers' Compensation Fund	539.65	0.00	539.65	92*0467680	92*0467680
63920	Workers' Compensation Fund	450.15	0.00	450.15	92*0468108	92*0468108
Total Fund 62 Workers' Compensation Fu		\$1,843.00	\$0.00	\$1,843.00		

Checks Written for Period 04/13/16 Thru 05/03/16

63896	Student Financial Aid Fund	192.39	0.00	192.39	92*0467510	92*0467510
Total Fund 74 Student Financial Aid Fund		<u><u>\$192.39</u></u>	<u><u>\$0.00</u></u>	<u><u>\$192.39</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,926,793.72
Total Fund 12 General Fund Restricted	883,980.26
Total Fund 13 GF Unrestricted One-Time Fund	124,936.03
Total Fund 33 Child Development Fund	71,393.73
Total Fund 41 Capital Outlay Projects Fund	225,059.03
Total Fund 42 Bond Fund, Measure E	501,440.10
Total Fund 43 Bond Fund, Measure Q	1,891,145.68
Total Fund 61 Property and Liability Fund	46,767.96
Total Fund 62 Workers' Compensation Fund	1,843.00
Total Fund 74 Student Financial Aid Fund	192.39
Grand Total:	<u><u>\$6,673,551.90</u></u>

Checks Written for Period 04/09/16 Thru 04/29/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
311604423	Bookstore Fund	122,565.69	77,870.97	44,694.72	31*0106769	31*0106792
311604529	Bookstore Fund	165,551.08	7,099.61	158,451.47	31*0106793	31*0106837
Total Fund 31 Bookstore Fund		<u>\$288,116.77</u>	<u>\$84,970.58</u>	<u>\$203,146.19</u>		

Checks Written for Period 04/09/16 Thru 04/29/16

<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>
711604316	Associated Students Fund	551.55	0.00	551.55	71*0007663	71*0007665
711604423	Associated Students Fund	2,168.91	0.00	2,168.91	71*0007666	71*0007671
711604529	Associated Students Fund	3,481.94	0.00	3,481.94	71*0007672	71*0007675
Total Fund 71 Associated Students Fund		<u><u>\$6,202.40</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,202.40</u></u>		

Checks Written for Period 04/09/16 Thru 04/29/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721604423	Representation Fee Trust Fund	7,550.00	0.00	7,550.00	72*0000068	72*0000070
721604529	Representation Fee Trust Fund	3,006.64	0.00	3,006.64	72*0000071	72*0000071
Total Fund 72 Representation Fee Trust Fun		<u>\$10,556.64</u>	<u>\$0.00</u>	<u>\$10,556.64</u>		

Checks Written for Period 04/09/16 Thru 04/29/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761604316	Community Education Fund	587.40	0.00	587.40	76*0006918	76*0006918
Total Fund 76 Community Education Fund		<u>587.40</u>	<u>\$0.00</u>	<u>587.40</u>		

Checks Written for Period 04/09/16 Thru 04/29/16

<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>
791604316	Diversified Trust Fund	19,301.07	6,000.00	13,301.07	79*0019948	79*0019956
791604423	Diversified Trust Fund	3,119.32	0.00	3,119.32	79*0019957	79*0019966
Total Fund 79 Diversified Trust Fund		<u><u>\$22,420.39</u></u>	<u><u>\$6,000.00</u></u>	<u><u>\$16,420.39</u></u>		

Checks Written for Period 04/09/16 Thru 04/29/16

<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>
811604316	Diversified Agency Fund	3,246.50	0.00	3,246.50	81*0046553	81*0046554
811604423	Diversified Agency Fund	5,999.15	0.00	5,999.15	81*0046555	81*0046569
811604529	Diversified Agency Fund	3,558.50	0.00	3,558.50	81*0046570	81*0046574
Total Fund 81 Diversified Agency Fund		<u><u>\$12,804.15</u></u>	<u><u>\$0.00</u></u>	<u><u>\$12,804.15</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	203,146.19
Total Fund 71 Associated Students Fund	6,202.40
Total Fund 72 Representation Fee Trust Fund	10,556.64
Total Fund 76 Community Education Fund	587.40
Total Fund 79 Diversified Trust Fund	16,420.39
Total Fund 81 Diversified Agency Fund	12,804.15
Grand Total:	<u><u>\$249,717.17</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

No. 4.2

From 03/25/2016 To 04/30/2016

Board Meeting on 05/16/2016

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	63,927	
2000	CLASSIFIED SALARIES		49,061
3000	EMPLOYEE BENEFITS		9,267
4000	SUPPLIES & MATERIALS	2,300	
5000	OTHER OPERATING EXP & SERVICES	324,470	
6000	CAPITAL OUTLAY		332,369
Total Transfer Fund 11		\$390,697	\$390,697
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	42,394	
2000	CLASSIFIED SALARIES		15,087
3000	EMPLOYEE BENEFITS		42,940
4000	SUPPLIES & MATERIALS		49,815
5000	OTHER OPERATING EXP & SERVICES	159,731	
6000	CAPITAL OUTLAY		73,417
7000	OTHER OUTGO		20,866
Total Transfer Fund 12		\$202,125	\$202,125
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		4,937
3000	EMPLOYEE BENEFITS		472
4000	SUPPLIES & MATERIALS	36,659	
5000	OTHER OPERATING EXP & SERVICES	13,929	
6000	CAPITAL OUTLAY		45,179
Total Transfer Fund 13		\$50,588	\$50,588
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES	2,481	
2000	CLASSIFIED SALARIES	28,219	
3000	EMPLOYEE BENEFITS		108
4000	SUPPLIES & MATERIALS		30,936
5000	OTHER OPERATING EXP & SERVICES		456
6000	CAPITAL OUTLAY	800	
Total Transfer Fund 33		\$31,500	\$31,500

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

From 03/25/2016 To 04/30/2016

Board Meeting on 05/16/2016

BUDGET TRANSFERS		From	To
<u>Fund 41: Capital Outlay Projects Fund</u>			
4000	SUPPLIES & MATERIALS		821
5000	OTHER OPERATING EXP & SERVICES		12,775
6000	CAPITAL OUTLAY		172,853
7900	RESERVE FOR CONTINGENCIES	186,449	
Total Transfer Fund 41		\$186,449	\$186,449
<u>Fund 79: Diversified Trust Fund</u>			
4000	SUPPLIES & MATERIALS		5,658
5000	OTHER OPERATING EXP & SERVICES	5,658	
Total Transfer Fund 79		\$5,658	\$5,658
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(10,051)	
8600	STATE REVENUES	261,076	
8800	LOCAL REVENUES	6,500	
1000	ACADEMIC SALARIES		35,545
2000	CLASSIFIED SALARIES		105,351
3000	EMPLOYEE BENEFITS		15,759
4000	SUPPLIES & MATERIALS		38,891
5000	OTHER OPERATING EXP & SERVICES		(55,954)
6000	CAPITAL OUTLAY		131,917
7000	OTHER OUTGO		(13,984)
Total Transfer Fund 12		\$257,525	\$257,525
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	94,276	
8600	STATE REVENUES	12,484	
7000	OTHER OUTGO		106,760
Total Transfer Fund 74		\$106,760	\$106,760

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

RECOMMENDATION

It is recommended the Board approve the budget transfers/adjustments as presented.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

From 03/25/2016 To 04/30/2016

Board Meeting on 05/16/2016

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B018315	04/11/16		
5000	OTHER OPERATING EXP & SERVICES	85,000	
6000	CAPITAL OUTLAY		85,000
Total Reference B018315		\$85,000	\$85,000
Reason:	Adjustment		
Description:	Funds to purchase Network Brocade switches		
B018333	04/13/16		
5000	OTHER OPERATING EXP & SERVICES	80,000	
6000	CAPITAL OUTLAY		80,000
Total Reference B018333		\$80,000	\$80,000
Reason:	Adjustment		
Description:	To purchase additional Wireless access points		
B018355	04/14/16		
1000	ACADEMIC SALARIES	35,689	
2000	CLASSIFIED SALARIES		27,940
3000	EMPLOYEE BENEFITS		7,749
Total Reference B018355		\$35,689	\$35,689
Reason:	Adjustment		
Description:	To allocate funds for 50% for Beatriz Padilla for FY 15/16		
B018363	04/14/16		
1000	ACADEMIC SALARIES	29,715	
2000	CLASSIFIED SALARIES		27,940
3000	EMPLOYEE BENEFITS		1,775
Total Reference B018363		\$29,715	\$29,715
Reason:	Adjustment		
Description:	To allocate funds for 50% for Beatriz Padilla for FY 15/16		
B018433	04/21/16		
5000	OTHER OPERATING EXP & SERVICES	107,000	
6000	CAPITAL OUTLAY		107,000
Total Reference B018433		\$107,000	\$107,000
Reason:	Adjustment		
Description:	To purchase network equipment and licenses		
B018504	04/29/16		
5000	OTHER OPERATING EXP & SERVICES	40,000	
6000	CAPITAL OUTLAY		40,000
Total Reference B018504		\$40,000	\$40,000
Reason:	Adjustment		
Description:	Purchase VMWare Airwatch & network equip., Ellucian training		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/25/2016 To 04/30/2016
Board Meeting on 05/16/2016**

BUDGET TRANSFERS		From	To
<u>Fund 12: General Fund Restricted</u>			
B018278	04/04/16		
2000	CLASSIFIED SALARIES		24,649
3000	EMPLOYEE BENEFITS		10,795
4000	SUPPLIES & MATERIALS		10,389
5000	OTHER OPERATING EXP & SERVICES	45,833	
Total Reference B018278		\$45,833	\$45,833
Reason:	Special Project Adjustment		
Description:	Transfer funds to make adjustments to current allocation		
B018328	04/12/16		
5000	OTHER OPERATING EXP & SERVICES		32,215
6000	CAPITAL OUTLAY	32,215	
Total Reference B018328		\$32,215	\$32,215
Reason:	Special Project Adjustment		
Description:	Fund IELM acct into which library exp will be transferred		
B018364	04/14/16		
2000	CLASSIFIED SALARIES		24,386
3000	EMPLOYEE BENEFITS		1,614
5000	OTHER OPERATING EXP & SERVICES	26,000	
Total Reference B018364		\$26,000	\$26,000
Reason:	Special Project Adjustment		
Description:	To pay Int. Clerk & Test Proctors w/ AEB6		
B018377	04/15/16		
1000	ACADEMIC SALARIES	30,652	
3000	EMPLOYEE BENEFITS		30,652
Total Reference B018377		\$30,652	\$30,652
Reason:	Special Project Adjustment		
Description:	Alloc fds to increase in PR % for S. Morris, K Walczak & J. Burke		
B018402	04/19/16		
5000	OTHER OPERATING EXP & SERVICES	30,000	
6000	CAPITAL OUTLAY		30,000
Total Reference B018402		\$30,000	\$30,000
Reason:	Special Project Adjustment		
Description:	Digital Network Project Number #AB22190		
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
B018461	04/25/16		
4000	SUPPLIES & MATERIALS	33,856	
6000	CAPITAL OUTLAY		33,856
Total Reference B018461		\$33,856	\$33,856
Reason:	Adjustment		
Description:	Transfer to the appropriate accts for PR 44241, 44234 & 44236		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/25/2016 To 04/30/2016
Board Meeting on 05/16/2016**

BUDGET TRANSFERS		From	To
<u>Fund 33: Child Development Fund</u>			
B018467	04/22/16		
2000	CLASSIFIED SALARIES	30,000	
4000	SUPPLIES & MATERIALS		30,000
Total Reference B018467		\$30,000	\$30,000
Reason: Special Project Adjustment			
Description: PO's needed			
<u>Fund 41: Capital Outlay Projects Fund</u>			
B018231	03/30/16		
6000	CAPITAL OUTLAY		36,000
7900	RESERVE FOR CONTINGENCIES	36,000	
Total Reference B018231		\$36,000	\$36,000
Reason: New Budget			
Description: SCC Storm Water Mgmt Improvement Phase 1			
B018232	03/30/16		
6000	CAPITAL OUTLAY		25,000
7900	RESERVE FOR CONTINGENCIES	25,000	
Total Reference B018232		\$25,000	\$25,000
Reason: New Budget			
Description: SCC Site Wide Land Surveying			
B018262	04/04/16		
6000	CAPITAL OUTLAY	5,000	
7900	RESERVE FOR CONTINGENCIES		5,000
Total Reference B018262		\$5,000	\$5,000
Reason: Special Project Adjustment			
Description: Reallocate funds to contingency acct to adjust SP#3335			
B018282	04/05/16		
5000	OTHER OPERATING EXP & SERVICES		30,000
7900	RESERVE FOR CONTINGENCIES	30,000	
Total Reference B018282		\$30,000	\$30,000
Reason: Special Project Adjustment			
Description: Cover any future emergency expenses			
B018395	04/18/16		
6000	CAPITAL OUTLAY		13,249
7900	RESERVE FOR CONTINGENCIES	13,249	
Total Reference B018395		\$13,249	\$13,249
Reason: Special Project Adjustment			
Description: Allocate funds to blueprint, reproduction advertising			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/25/2016 To 04/30/2016
Board Meeting on 05/16/2016**

BUDGET TRANSFERS	From	To
B018486 04/27/16		
6000 CAPITAL OUTLAY		12,200
7900 RESERVE FOR CONTINGENCIES	12,200	
Total Reference B018486	\$12,200	\$12,200
Reason: Special Project Adjustment		
Description: Allocate funds to engineering costs		
B018487 04/27/16		
6000 CAPITAL OUTLAY		75,000
7900 RESERVE FOR CONTINGENCIES	75,000	
Total Reference B018487	\$75,000	\$75,000
Reason: Special Project Adjustment		
Description: Increase budget for other repairs/mods		
BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
Fund 12: General Fund Restricted		
B018245 03/31/16		
8600 STATE REVENUES	44,000	
2000 CLASSIFIED SALARIES		41,431
3000 EMPLOYEE BENEFITS		2,569
Total Reference B018245	\$44,000	\$44,000
Reason: Special Project Adjustment		
Description: Funds needed for A&R hourly staff & for tents & AV rental		
B018246 03/31/16		
8600 STATE REVENUES	(44,000)	
5000 OTHER OPERATING EXP & SERVICES		(44,000)
Total Reference B018246	\$(44,000)	\$(44,000)
Reason: Special Project Adjustment		
Description: Funds needed for A&R hourly staff & for tents & AV rental		
B018249 03/31/16		
8600 STATE REVENUES	66,000	
4000 SUPPLIES & MATERIALS		15,000
6000 CAPITAL OUTLAY		51,000
Total Reference B018249	\$66,000	\$66,000
Reason: Special Project Adjustment		
Description: Purchase iPad locks, 30 MS Surface Pro 4 & laser printer		
B018250 03/31/16		
8600 STATE REVENUES	(51,000)	
6000 CAPITAL OUTLAY		(51,000)
Total Reference B018250	\$(51,000)	\$(51,000)
Reason: Special Project Adjustment		
Description: Purchase iPad locks, 30 MS Surface Pro 4 & laser printer		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

From 03/25/2016 To 04/30/2016

Board Meeting on 05/16/2016

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B018372	04/15/16		
8600	STATE REVENUES	93,000	
4000	SUPPLIES & MATERIALS		20,000
5000	OTHER OPERATING EXP & SERVICES		7,500
6000	CAPITAL OUTLAY		65,500
Total Reference B018372		\$93,000	\$93,000
Reason:	Special Project Adjustment		
Description:	Allocate funds for purchase of equipment		
B018373	04/15/16		
8600	STATE REVENUES	(24,871)	
1000	ACADEMIC SALARIES		14,959
2000	CLASSIFIED SALARIES		(6,055)
3000	EMPLOYEE BENEFITS		(3,775)
6000	CAPITAL OUTLAY		(30,000)
Total Reference B018373		\$(24,871)	\$(24,871)
Reason:	Special Project Adjustment		
Description:	Buy equip under A&R, for increase in M. Aguilar PR & DSPS		
B018374	04/15/16		
8600	STATE REVENUES	(59,813)	
2000	CLASSIFIED SALARIES		(35,602)
3000	EMPLOYEE BENEFITS		(1,211)
6000	CAPITAL OUTLAY		(23,000)
Total Reference B018374		\$(59,813)	\$(59,813)
Reason:	Special Project Adjustment		
Description:	Purchase equipment under A&R and Outreach		
B018376	04/15/16		
8600	STATE REVENUES	(27,346)	
1000	ACADEMIC SALARIES		(27,962)
2000	CLASSIFIED SALARIES		33,826
3000	EMPLOYEE BENEFITS		6,790
6000	CAPITAL OUTLAY		(40,000)
Total Reference B018376		\$(27,346)	\$(27,346)
Reason:	Special Project Adjustment		
Description:	Cover J. Dorman's PR, counseling OT & buy equipment		
B018411	04/19/16		
8600	STATE REVENUES	257,235	
1000	ACADEMIC SALARIES		52,736
2000	CLASSIFIED SALARIES		44,610
3000	EMPLOYEE BENEFITS		10,038
4000	SUPPLIES & MATERIALS		4,200
5000	OTHER OPERATING EXP & SERVICES		19,352
6000	CAPITAL OUTLAY		125,299
7000	OTHER OUTGO		1,000
Total Reference B018411		\$257,235	\$257,235
Reason:	New Budget		
Description:	NEWB-SP#2482-SAC-CTP NOCCAP Grant Award FY 15/16		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/25/2016 To 04/30/2016
Board Meeting on 05/16/2016**

BUDGET INCREASES AND DECREASES

Fund 74: Student Financial Aid Fund

B018503 04/28/16

8100 FEDERAL REVENUES

7000 OTHER OUTGO

Revenue Appropriation

80,793

80,793

Total Reference B018503

\$80,793

\$80,793

Reason: Special Project Adjustment

Description: Adjustments to final allocation, FSEOG SAC

RECOMMENDATION

It is recommended the Board approve the budget transfers/adjustments as presented.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/ FISCAL SERVICES

To: Board of Trustees	Date: May 16, 2016
Re: Approval of Lease Agreement with LocalCutz	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

LocalCutz is an online listing directory geared to help promote Barber's and Hairstylist locally. Localcutz.com is the tech company at the beginning of a better Barbershop and Hair Salon experience. With features that provide business management solutions for industry professionals, users will also have access to Localcutz.com's vast database of professionals locally, instantly book appointments online, see what other real users have to say, get reminders for upcoming appointments and specials hair professionals offer.

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

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: May 17, 2016 to May 16, 2017. The square footage for the rentable area included in this lease agreement is 197 square feet.

RECOMMENDATION

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

Fiscal Impact:	\$4,018.80	Board Date: May 16, 2016
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Agreement with Creative Design Associates, Inc. for ADA Consulting Services for the District's Americans with Disabilities Act (ADA) Transition Plan for Various Sites	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for Americans with Disabilities Act (ADA) consulting services for the District's facility assessment updates to the ADA Transition Plans for Santa Ana College, Santiago Canyon College, District Office, Digital Media Center, Centennial Education Center and Orange County Sheriff's Regional Training Academy. The District is in need of consultant services to provide updated transition plans for each site noted above in compliance with the Federal ADA Title II Regulation. Each transition plan is required to 1) identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities; 2) describe in detail the methods that will be used to make the facilities accessible; 3) specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and 4) indicate the officials' responsible for implementation of the components of the transition plans. The consultant will assist the Facilities Department with the update to the transition plan based on data collected and identified through previous conducted facility assessments on deficiencies. The consultant will work to develop and advise the District through the development of updates to such plans and assist in providing recommendations on facility priorities.

ANALYSIS:

A Request for Qualifications/Request for Proposal (RFQ/RFP) #1516-130 was advertised on December 18, 2015 with a response deadline of January 15, 2016. The District received a response from four firms; Sillman Wright Architects (San Diego), Partner Engineering and Science, Inc. (Torrance), Marx/Okubo Associates, Inc. (Irvine) and Creative Design Associates, Inc. (City of Industry). A selection committee convened to review the proposals on January 22, 2016, and interviewed all firms on February 11, 2016. The selection committee recommends Creative Design Associates, Inc. by consensus based upon a thorough review and the culmination of their RFQ/RFP response, experience, team members, approach to the project, fee, schedule, familiarity with similar project types and interview. It is recommended that the District enter into an agreement with Creative Design Associates, Inc. for ADA consulting services.

The services covered by this agreement shall commence May 17, 2016 and end June 30, 2017. The contract is a total not-to-exceed fee of \$107,440 including \$5,000 in reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Creative Design Associates, Inc. for ADA Consulting Services for the District's Americans with Disabilities Act (ADA) Transition Plan for various sites as presented.

Fiscal Impact:	\$107,440	Board Date: May 16, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 5/16/16

Project: ADA Transition Plan

Site: **Santa Ana College,
Santiago Canyon College,
District Office, Digital Media
Center, Centennial Education
Center, Orange County Sheriff's
Regional Training Academy**

Consultants: **Ceative Design Associates, Inc.**

Type of Service: Consulting Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
						End
Original Contract Amount		\$102,440.00	\$ 5,000.00	5/17/2016		6/30/2017
Total Agreement Amount		\$107,440.00				

DESCRIPTION:

Agreement for consulting services for the District's Americans with Disabilities Act (ADA) Transition Plan for various sites

\$107,440.00

Contract End Date:

6/30/2017

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Agreement with Linik Corporation for Construction Management Services for Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for construction management services for the new Johnson Student Center, including the demolition of the existing building at Santa Ana College. The new building project is currently in schematic design phase and is in need of assistance by a qualified and competent construction manager with experience in the area of construction of new facilities on an active campus. Given that the extremely active campus will be occupied during construction, it is imperative the District undertake a thorough due diligence effort to properly assess and engage experts in the area of construction to provide advice regarding the logistics of sequencing the construction work to ensure the safety of staff and students. During the design phase, the Construction Manager is expected to work with the District's architect and project team to provide cost estimating services and review the documents to provide constructability comments from a contractor's perspective. During the construction phase, the Construction Manager is expected to facilitate all communication with the contractor and oversee and manage the contractor's progress.

ANALYSIS:

A Request for Proposal (RFP) #1516-115 was released on January 29, 2016 to all ten of the District's pre-qualified firms for Construction Management Services with a response deadline of February 17, 2016. The District received a response from nine firms; Abacus Project Management, Inc. (Newport Beach), Arcadis U.S., Inc. (Irvine), Bernards (Irvine), Cumming (Aliso Viejo), Kitchell (Ontario), Linik Corporation (Valencia), O'Connor Construction Management, Inc. (Irvine), TELEACU Construction Management (Orange) and Tilden-Coil Constructors, Inc. (Riverside). A selection committee convened to review the proposals on February 18, 2016, and interviewed three firms; Arcadis U.S., Inc., Bernards and Linik Corporation on March 7 and March 8, 2016. The selection committee recommends Linik Corporation by consensus based upon a thorough review and the culmination of their RFP response, experience, team members, approach to the project, fee, schedule, familiarity with similar project types and interview. It is recommended that the District enter into an agreement with Linik Corporation. for construction management services.

The services covered by this agreement shall commence May 17, 2016 and end December 31, 2020. The contract is a total not-to-exceed fee of \$1,724,870 including \$18,000 in reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Linik Corporation for Construction Management Services for the Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$1,724,870	Board Date: May 16, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 5/16/16

Project: Johnson Student Center

Site: **Santa Ana College**

Consultants: **Linik Corporation**

Type of Service: Construction Management Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
						End
Original Contract Amount		\$1,706,870.00	\$ 18,000.00	5/17/2016		12/31/2020
Total Agreement Amount		\$1,724,870.00				

DESCRIPTION:

Agreement for construction management for the Johnson Student Center at Santa Ana College

\$1,724,870.00

Contract End Date:

12/31/2020

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Agreement with Lionakis for Architectural Services for the ADA Paper Towel Dispenser Replacement Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural services related to the Americans with Disabilities Act (ADA) paper towel dispenser replacement project at Santiago Canyon College. The District is in need of professional services for the design and related work to replace non-ADA compliant paper towel dispensers campus wide as well as to install hand dryers in all restrooms. This upgrade will ensure paper towel dispensers on campus are accessible and compliant; allow for a single paper product to be ordered campus-wide; to ensure the dispenser holds a larger paper towel roll to reduce staff time needed to change rolls; and to reduce paper usage with the installation of automatic hand dryers. This project will require DSA review and approval for access compliance.

ANALYSIS:

A Request for Proposal (RFP) #1516-134 was issued on February 5, 2016 to three pre-qualified firms with a response deadline of February 18, 2016. The District received a response from two firms; NAC (Los Angeles) and Lionakis (Newport Beach). A selection committee convened to review the proposals on March 16, 2016. The selection committee recommends Lionakis by consensus based upon a thorough review and the culmination of their RFP response, experience, team members, approach to the project, fee, schedule and familiarity with similar project types. It is recommended that the District enter into an agreement with Lionakis for architectural design services.

The services covered by this agreement shall commence May 17, 2016 and ends June 30, 2017. The contract is a total not-to-exceed fee of \$73,950 including \$5,000 in reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Lionakis Architectural Services for the ADA Paper Towel Replacement Project at Santiago Canyon College as presented.

Fiscal Impact:	\$73,950	Board Date: May 16, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 5/16/16

Project: Paper Towel Dispenser Replacement

Site: **Santiago Canyon College**

Consultants: **Lionakis**

Type of Service: Architectural Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
						End
Original Contract Amount		\$68,950.00	\$ 5,000.00	5/17/2016		6/30/2017
Total Agreement Amount		<u>\$73,950.00</u>				

DESCRIPTION:

Agreement for architectural design services for the paper towel dispenser replacement project at Santiago Canyon College

Total Proposed Amount: **\$73,950.00**

Contract End Date: **6/30/2017**

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

To:	Board of Trustees	Date: May 16 , 2016
Re:	Award of Bid #1289 for Building D Renovations Phase 3 at Santiago Canyon College	
Action:	Request for Award	

BACKGROUND:

Building D located at Santiago Canyon College is in need of interior renovations given the age and condition of the interior finishes. This is the third phase of a multi-phased project (three total phases). The first phase was completed in July 2015 and included replacement of interior finishes (painting, carpet replacement, ceiling tile replacement) in the Math department common areas, offices and conference room. The second phase, anticipated to be complete in June 2016, consists of interior upgrades to ten Math classrooms and renovation of D-125 into a digital media center and art exhibit area. The third phase will complete the multi-phased interior renovations and will focus on interior ceiling and flooring finishes located in the first and second floor common corridors, the two art classrooms D-109 and D-110, music room D-121, the common lecture hall D-101, the counseling department D-106 and D-108, and the forensics debate classroom D-129.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1289 for Building D Renovations Phase 3 at Santiago Canyon College was advertised on April 2, 2016 and April 11, 2016 and a Notice Calling for Bids was sent to one hundred twenty (120) contractors from the District's qualified contractors list on April 2, 2016

A mandatory job walk was conducted on April 13, 2016. Bids were opened on April 29, 2016 as noted on the attached bid result form. The District received five (5) bids for the project. Bishop, Inc. (Orange) submitted the lowest responsive bid in the amount of \$456,789. 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 #1289 to Bishop, Inc.

The anticipated construction start will be June 16, 2016 with an estimated construction duration of one hundred six (106) days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board approve the award of Bid #1289 to Bishop, Inc. for Building D Renovations Phase 3 at Santiago Canyon College as presented.

Fiscal Impact:	\$456,789	Board Date: May 16, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



RANCHO SANTIAGO

Community College District

Facility Planning

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

BID RESULTS

BID #1289

Addendums Issued: 1

PROJECT: Building D Renovation Phase 3 at
Santiago Canyon College

DUE DATE: April 29, 2016

BIDDER

TOTAL BID AMOUNT

Bishop, Incorporated
1429 West Collins Avenue
Orange, CA 92867

\$456,789

Painting & Décor, Incorporated
P.O. Box 5926
Orange, CA 92863

\$537,300

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

\$631,000

Kazoni Construction
2269 Ritchey Street
Santa Ana, CA 92705

\$667,223

Big West Construction Corporation
12901 Elizabeth Way
Tustin, CA 92780

\$1,070,750

5 TOTAL BIDDERS

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

To:	Board of Trustees	Date: May 16 , 2016
Re:	Award of Bid #1290 for Building T Roof Replacement at Santiago Canyon College	
Action:	Request for Award	

BACKGROUND:

The “T” modular buildings at Santiago Canyon College consist of two joined modular buildings. The “T” buildings were originally relocated from Santa Ana College and have been repurposed over the years and currently houses the student cafeteria and student health center. A roof assessment was undertaken for the “T” buildings and revealed multiple deficiencies with the metal expansion joint cover, exposed roof penetrations, mechanical screen enclosure, missing and damaged roofing screw connections, damaged gutters, damaged fascia boards, improper and incomplete roof patching, and mechanical equipment curb problems. These deficiencies have caused and will continue to cause multiple water leaks. Therefore, a complete roof removal is recommended to address the deteriorated and aged roof. The roof replacement scope includes removing existing roof, mastic and lead abatement, deck replacement, fascia board replacement, a new modified bituminous roofing system over a properly prepared substrate with a final application of a highly reflective coating designed to enhance the performance of the new roofing system. The new roof system will extend the expected useful life of the roof another twenty to thirty years.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1290 for Building T Roof Replacement at Santiago Canyon College was advertised on April 15, 2016 and a Notice Calling for Bids was sent to fifteen (15) from the District’s qualified contractors list on April 15, 2016.

A mandatory job walk was conducted on April 20, 2016. Bids were opened on April 29, 2016 as noted on the attached bid result form. The District received five (5) bids for the project. Letner Roofing Company (Orange) submitted the lowest responsive bid in the amount of \$114,000. 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 #1289 to Letner Roofing Company.

The anticipated construction start will be May 24, 2016 with an estimated construction duration of seventy six (76) days.

The project is funded by Scheduled Maintenance.

RECOMMENDATION:

It is recommended that the Board award Bid #1290 to Letner Roofing Company for Building T Roof Replacement at Santiago Canyon College as presented.

Fiscal Impact:	\$114,000	Board Date: May 16, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



RANCHO SANTIAGO

Community College District

Facility Planning

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

BID RESULTS

BID #1290

Addendums Issued: 1

PROJECT: Building T Roof Replacement at
Santiago Canyon College

DUE DATE: April 29, 2016

At 2:00 PM

BIDDER

TOTAL BID AMOUNT

Letner Roofing Company
1490 North Glassell Street
Orange, CA 92867

\$114,000

C.I. Services, Incorporated
26861 Trabuco Road, #353
Mission Viejo, CA 92691

\$115,000

Best Contracting Services, Incorporated
19027 South Hamilton Avenue
Gardena, CA 90248

\$117,180

Commercial Roofing Systems, Incorporated
11735 Goldring Road
Arcadia, CA 91006

\$138,227

5 TOTAL BIDDERS

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

To:	Board of Trustees	Date:	May 16, 2016
Re:	Rejection of Bid #1283 for Building U Portables Certification at Santiago Canyon College		
Action	Request for rejection		

BACKGROUND:

The “U” portables consist of 28 portables, west of Building “A” at the Santiago Canyon College campus. The “U” portables were originally placed as interim housing for classes during the construction and build out of new buildings during the Measure “E” construction program. The portables have had an interim designation for multiple years and DSA now requires additional upgrades because they are considered permanent structures. As a result, upgrades are necessary to comply with the 2013 Building Codes. The upgrades include fire alarm upgrades, accessibility upgrades and erosion control improvements needed in and around the portables. After completion of the project, the District will relocate staff and faculty from “S” portables into the “U” portables in order to consolidate programs and space. The “S” portables will then be demolished from parking lot 6 and will be addressed in a separate project.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1283 for Building U Portables Certification at Santiago Canyon College was advertised on February 22, 2016 and February 29, 2016. A Notice Calling for Bids was sent to one hundred fifty four (154) contractors from the District’s qualified contractor list on March 2, 2016.

A mandatory job walk was conducted on March 4, 2016. Bids were opened on April 11, 2016, as noted on the attached bid results form. The District received three (3) bids for the project. FATA Construction & Development (Riverside) submitted the lowest responsive bid in the amount of \$712,000. At this time, the District recommends rejecting all bids. The schedule and budget are being re-evaluated for the project. Per Public Contract Code Section 20651, the Board of Trustees has the right to reject all bids.

This project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board reject all bids for Bid #1283 for Building U Portables Certification at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 16, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



RANCHO SANTIAGO
Community College District

Facility Planning

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

BID RESULTS

BID #1283

Addendums Issued: **1**

PROJECT:

Building U Portables Certification at Santiago Canyon
College

DUE DATE:

April 11, 2016

BIDDER

TOTAL BASE BID AMOUNT

FATA Construction & Development
20647 Brana Road
Riverside, CA 92508

\$712,000

Bishop, Incorporated
1429 W. Collins Avenue
Orange, CA 92867

\$750,500

GDL Best Contractors, Incorporated
7611 Greenleaf Avenue
Whittier, CA 90602

\$950,000

3 TOTAL BIDDERS

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Agreement for Ellucian Identity Service added to Colleague Application Hosting Services	
Action:	Request for Approval	

BACKGROUND

On April 11, 2016, the Board approved an agreement with Ellucian Systems for Application Hosted Services (AHS). This project moves our critical applications of Colleague, Web Advisor, and Image Now to the hosted environment within the cloud. We are now recommending an additional supplemental module, called Ellucian Identity Services (EIS). A discussion detailing the impact and benefits of adding EIS was presented at the Technology Advisory Group (TAG) on April 14, 2016.

ANALYSIS

The Ellucian Identity Services (EIS) agreement and module will allow the ITS department integrate and provide for single sign-on (SSO) solutions to various 3rd party applications. Currently, the ITS department does not have a tool to allow us to build easier authentication (for students, faculty, and staff) between the various applications that we currently use, or may use in the future.

RSCCD would like to enter into an agreement with Ellucian Systems for Supplemental EIS and Application Configuration Services. Fiscal impact will be a one-time \$37,000 implementation fee, which will cover the cost of implementing single sign on for up to four cloud environments and for six baseline partner integrations. Service and cloud support will be added at an average cost of \$15,454 per year. This project will be funded out of the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement for Ellucian Identity Services between Ellucian and RSCCD as presented.

Fiscal Impact:	\$37,000 one-time and \$15,454 per year	Board Date: May 16, 2016
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	



Rancho Santiago Community College District
Estimated Pricing Proposal for
Colleague Application Hosting Services Add-On



April 13, 2016



Confidentiality Statement

The information contained herein is considered proprietary and highly confidential by Ellucian Managed Services Inc. (Ellucian). Any release of this information to third parties will likely cause substantial harm to the competitive positions of Ellucian.

This information is provided in response to, and for the exclusive consideration of, those parties directly participating in meetings with Ellucian.

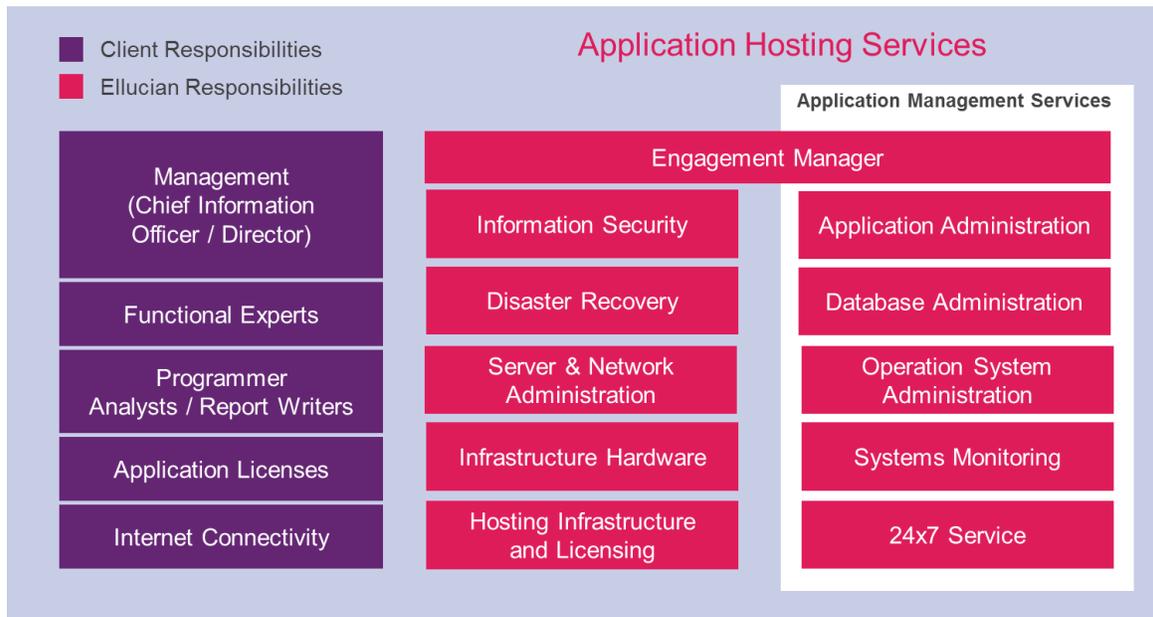
Ellucian should be informed of any request by a third party to inspect or copy any of the information contained herein. In no event, should any such inspection or copying be permitted without sufficient advance notice to Ellucian to permit it to pursue any remedies available to it to prevent such inspection or copying.

Ellucian's Application Hosting Services Overview

To meet the needs of Rancho Santiago Community College District, Ellucian Cloud Service offers a fully hosted and managed solution providing the facilities, infrastructure, server and application system environments necessary for the proposed solutions as well as the ongoing maintenance and management of those systems. Ellucian Cloud Services provides secure facilities, with scalable infrastructure and hardware capacity tuned specifically for the proposed environment. The hosting service uses the ITILv3 framework to deliver an SSAE-16 audited environment. Ellucian's hosting services includes 24x7 Monitoring, Security, Application, Operating System, and Applications Management by Ellucian Subject Matter Experts.

Roles and Responsibilities

Ellucian personnel administers and maintains the hosted environment on your behalf. We take primary responsibility for the management of the mission-critical application environment, so you will be positioned to more effectively manage costs and information technology staff to focus on more strategic initiatives for the institution. The diagram below outlines the responsibilities that will stay with Rancho Santiago Community College District and the areas that Ellucian will manage.



Transition and Customer Success Management

A dedicated Transition and Customer Success Manager (formerly called an Engagement Manager) is provided to be a single point of contact and accountability in support of our Services. These individuals are highly skilled in higher education IT and Project Management.

Transition Manager

The Transition Manager plans, directs, and coordinates the migration of Rancho Santiago Community College District's IT knowledge, systems, processes, and capabilities to Ellucian's transition services team and is responsible for establishing effective project controls and procedures. During the Transition phase of

the engagement, we utilize a proven, standard methodology for implementing and managing our Application Hosting Services. Our phased approach to transition includes initiation, planning, implementation and go-live. During the transition period, and after the go-live, regular meetings are held between the Transition Manager and/or Engagement Manager and Rancho Santiago Community College District's designated point of contact to review prior and future activities.

Customer Success Manager

The Customer Success Manager is responsible for providing oversight of all key service processes (i.e. Communications, Incident Management, Problem Management, Request Management, Change Management, and Escalation Management). Your Customer Success Manager will be the point of escalation for any service related activities and will interact with Rancho Santiago Community College District and Ellucian account staff to provide proactive communications on service delivery performance, status and resolution of issues as appropriate. The Customer Success Manager will provide reporting and perform (in tandem with technical teams) Root Cause Analyses (Problem Management). The Customer Success Manager is devoted to making the partnership a success.

Elastic and Scalable Cloud Platform

Ellucian Application Hosting clients leverage and benefit from our blended and virtualized redundant infrastructure, employing the latest technologies to provide the optimal performance configuration-delivering an exceptional user experience. As client demand on compute power and storage needs increase through growth in student enrollments or other impacting technologies, our systems and agreements are designed to accommodate, as appropriate, with little to no impact on your core business. Our agreements include straightforward contractual escalators for the key elements leveraged and consumed through Application Hosting, including compute power, network bandwidth, and storage capacity. If demand for these resources increases, Ellucian will work closely with you to review and potentially and appropriately increase these components based on current usage and future growth plans. Ellucian will handle the financial burden of large capital expenses and improvements required to support a robust, resilient, and scalable hosting infrastructure.

Ellucian Hosting Services

Hosting Facilities

Ellucian uses a world-class Internet Data Center (IDC) for your institution's applications. Ellucian's IDC is optimized to provide an industry-leading application hosting environment. The facility includes fully protected power service with redundant power grids, UPS systems and backup generator. The facility also includes high capacity cooling systems and multilevel-fire alerting and suppression systems.

Disaster Recovery

Ellucian understands the importance of a true DR facility and leverages our alternate warm standby facility where data is replicated nightly. In the event of a catastrophic event of natural disaster materially affecting the primary facility, Ellucian will failover the hosted systems ensuring hosted applications availability.

Security

Security is provided through the application of best practices and Industry standard approaches. These approaches are employed through People, Processes, and Technologies.

People - Ellucian employees must utilize multiple encryption technologies on all laptops, attend regular security awareness trainings, technology specific security trainings, and utilize the tools such as the Identity (PII) Finder and other technology software tools to ensure no customer data is compromised.

Processes – Ellucian’s security practices are based on the least privilege model. We require the disabling of all non-secure services such as FTP, Telnet, and other clear-text protocols and take steps to harden all systems and services. The application of the ITIL framework, such as Change management, Incident management, and knowledge management, is applied to all actions taken by Ellucian.

Technology – Ellucian leverages security technologies such as centralized user authentication for direct server access, and the mandatory use of corporate active directory controlled 2-factor user authentication for all Ellucian administrator access, encryption for all PII, sensitive data, offsite communications, and data transfer, and the use of centralized logging on all servers and systems to correlate events and timelines. Additionally we employ a full time dedicated Security Incident Response Team with a 24x7 incident response hotline.

Physical Security to the Ellucian Hosting facilities are provided 24x7 and includes closed-circuit monitors, alarmed doors with secure card-key access, biometric scanner, and restricted access to the equipment room floor. Client systems are racked and operated in a locked caged space within those layers of security. A 24x7 staff and a Network Operations Center monitor building and environmental alarms.

Hosting Equipment

The proposed service includes all necessary server hardware, data storage, network connectivity, and Operating System licenses to support the anticipated needs for your institution’s Colleague environment and applications. Ellucian will provide server hardware, data storage and Operating System licenses to support non Ellucian application services included as part of this proposal.

Network Security

Ellucian provides essential in-band network security from inappropriate electronic access over the Internet. Our infrastructure includes dual (redundant) firewalls to actively control all Internet communications into the secured network environment. The firewalls are configured to allow for only the minimum level of network access as required to operate and support client systems. Other non-essential communications are blocked.

Monitoring and Emergency Contact

The Enterprise Operations Center (EOC) provides 24x7 system level monitoring of all hosted applications, and systems. A team of certified EOC analysts review the environment monitors around the clock and respond to monitoring alerts as they occur. A Toll Free Tier 2 emergency hotline is provided by the EOC for real-time communication of emergency events. Our ITSM ticketing system provides 24x7 Self-Service access to allowing your institution to submit requests any time of the day, and day of the week or to check the status of an existing request.

Backup

Ellucian’s Cloud Services maintains an ongoing Business Continuity Plan and Disaster Recovery Plan for the services provided. As part of the Disaster Recovery planning your institution’s data as well as environment operating information is regularly replicated and stored in a secondary facility. Should a disaster be declared for the Primary facility, Ellucian will restore services to the secondary facility.

All data is backed up to near-line disk and replicated to a recovery facility. Backup processes include weekly full backups plus nightly differentials. The backup process provides the ability to quickly complete backups throughout the week and to perform a complete or partial restore to any prior day with minimal effort.

Colleague Administration Support

Using Remote Colleague Administration Support, from Ellucian, Rancho Santiago Community College District can leverage our industry experienced professionals and year-round, 24x7 support, without the costs and commitment typically associated with a recruiting, hiring, and training a team of Colleague Administrators. Coordinating closely with the Rancho Santiago Community College District IT staff, the AMS support staff performs technical application administration and support of the Colleague solution for both development and production systems, including support for training and system education activities. Once engaged, the AMS support team works closely with Rancho Santiago Community College District to apply requested upgrades and patches, perform system “clones” as needed to facilitate streamlined technical activities, and participates on troubleshooting application or database related issues.

Ongoing Colleague Application Management Support includes:

- Colleague Management Support– Our Colleague Administrators will work alongside your team to configure and maintain supported applications from the installation phase through go-live and beyond. We will configure and maintain your systems for both the development and production environments.
- Colleague Application Maintenance – Perform various required and/or requested ongoing configuration and administration changes for core Colleague components.
- Colleague Application upgrades and patching – Utilizing our effective practices upgrade/patch methodology for a streamlined approach. Upgrades and patches can be applied either on the vendors release schedule or as specifically requested by the client. We are flexible accommodating to your schedule and timelines.
- Colleague Application monitoring and performance tuning – Adjust system parameters based on vendor recommendations, input from users, and response time sampling, are done at regular intervals to promote a responsive application.
- Schedule and run vendor provided data integrity, batch and nightly processing scripts as necessary – Our team will work with the client to setup system required daily, weekly, and monthly scripted jobs and/or other events as recommended by the vendor.
- Colleague Application Troubleshooting – Our team will work with and assist the client's designated technology staff and the software vendors to diagnose, troubleshoot, and resolve application administration issues which directly relate to Colleague applications.



Application Management Support

Using Remote Application Management Support, from Ellucian, Rancho Santiago Community College District can leverage our Certified Professionals and year-round, 24x7 support without the costs and commitment typically associated with a full-time-equivalent database administrator.

Our team of certified Database specialists performs the database administration role for Colleague utilizing industry standard best practices. Our staff performs upgrade and ongoing configuration tasks associated with a robust and well-tuned Relational Database Management System (RDBMS) needed to support Colleague. We provide the day-to-day management necessary for the Colleague databases to be up, functioning properly, and available for both implementation and live production transaction processing. Day-to-day management tasks include database performance tuning, backup management, testing and installing upgrades and patches, performing application and database technical troubleshooting and coordinating regularly scheduled tests of the backup and recovery process to promote high data availability.

Application Management Support includes:

- Database management 24x7 for both the development and production Colleague environments.
- A team of specialists to support the database environments which means a higher and consistent level of support regardless of turnover, vacation, or sick leave.

- A team of highly qualified and experienced database administrators who have primary responsibility for day-to-day management of the database environment as well as communication with on-site staff.
- Setup and configuration of the database environment for both the development and production environments.
- Day-to-day database management tasks including:
 - Backup and Recovery – Databases are backed up near-line (to disk) with our established methodologies to promote reliable and timely recovery of vital data including test recovery capabilities at least quarterly.
 - Performance tuning – Utilize industry standard techniques and tools to promote an optimally running system.
 - Upgrades and patching – Maintain close ties with the relational database vendors to stay on top of releases and vendor notifications.
 - Error troubleshooting – Provide troubleshooting of errors and work with vendor to provide solution and implement necessary fixes.
 - Refreshing or “Cloning” – Provide support for refreshing the production environment to help facilitate implementation and testing activities.
- Security –Daily log reviews for unusual activity.

Operating Systems Support

Using Remote Operating Systems Administration Support, from Ellucian, Rancho Santiago Community College District can leverage our vendor certified professionals and year-round, 24x7 support, without the costs and commitment typically associated with a full-time-equivalent OS administrator.

Our team of certified Linux and Microsoft Windows Server specialists manage the servers and hardware, provides on-going support, and performs tuning of the Operating Systems and web application servers required to run the Colleague solution. Day-to-Day management tasks include technical troubleshooting of Operating System and web application server software, testing and implementing upgrades and patches, and working in conjunction with site staff to promote a robust and effective backup strategy to reduce potential downtime. Additional support tasks include application specific printer setup and troubleshooting, batch processing troubleshooting, file system security and user account provisioning.

Operating Systems Management support includes:

- Operating System management 24x7 for both the non-production and production environments of Windows, and/or Linux based environments.
- A team of certified Windows, Linux specialists available to support the Colleague environment.
- A team of high qualified systems administrators who have primary responsibility for day-to-day management of the Operating System and related configurations.
- Complete installation and configuration of Operating System related software to promote a robust and ready environment.
- Operating System Management tasks:
 - Backup and Recovery
 - Performance Tuning
 - Upgrades and patches
 - Error troubleshooting
 - Operating System Management - provide the daily management and tuning required to keep the Operating System up and running.
- Security – Including account level security

Rancho Santiago Community College District Specifications

Based upon Ellucian's knowledge of and discussions with Rancho Santiago Community College District, Ellucian is proposing Application Hosting support services for the following Colleague applications.

Application Hosting environment:

Ellucian Identity Service Add-on to Colleague AHS environment: **\$15,454** average per year

Administration Support services:

- Named Technical resource
- Upgrades and Patches
 - Emergency and Security anytime
 - On demand and client defined for Colleague and other applications
- 24x7 monitoring and incident response
- Up to 4 environments. Additional environments can be added for an additional fee
- Integration support for up to 6 baseline partners or services (e.g. TouchNet Payment Gateway). Additional integrations can be added for an additional fee.
- Up to 12 clones per year and one automated clone per non- production environment. Additional clones can be added for an additional fee.
- Engagement Manager
 - weekly calls
 - standard and custom reporting
 - root cause/trending analysis
 - onsite meeting 2-4 times per year
- Semi-Annual Registration Health checks – Our team will perform registration health checks in preparation for your registration peak load. This health check needs to be requested by the institution at least one month in advance.

Colleague AHS Notes:

District is responsible to bring its own Sharepoint Licenses.

Year one fees include one-time start up fees.

Fees incurred will be invoiced on a monthly basis.

Pricing is valid for 90 days from date of this proposal.

The below estimated amounts are not firm quotes or "not to exceed amounts," but instead are merely good faith estimates based upon the information available as of the Proposal, and are subject to change based upon then current conditions, including without limitation, the agreed upon scope of the services and then current rates.



Ellucian Ethos Identity Service Implementation

Service Description – Baseline Ellucian Identity Services (“EIS”) implementation

Engagement	Engagement Description	Estimated Ellucian Hours
Project planning, and Project Kickoff	<p>The Ellucian consultant will schedule and facilitate a kickoff call with Licensee to plan for the technical and organizational activities required to provide an Ellucian Identity Services (“EIS”) implementation.</p> <p>The Service Preparation Document (“SPD”) will be distributed and explained. A due date will be set for the Licensee’s team to return the SPD. The Service Provider consultants will confirm all information has been provided to begin the implementation.</p>	2
Technical Planning Workshop	<p>The Ellucian consultant will conduct a Technology Planning call that is designed to frame the prioritized technical requirements and plans against existing information technology systems, Single Sign-On (“SSO”) goals, and priorities. This call covers topics such as the EIS architecture, security, user authentication, and SSO integration with the Student Information System. The data gathered in this call will be analyzed by Ellucian to define the recommended implementation option for the installation and configuration of EIS. This is delivered and reviewed with Institution project team before starting the installation.</p>	4
Installation, Baseline Configuration for clustering	<p>The Ellucian consultant will deliver a baseline EIS installation configured in a two (2)-node configuration to ensure high availability in a non-production environment.</p>	8
Validate Ellucian Identity Service installation	<p>The Ellucian consultant will validate the environment by executing the Ellucian defined test plan, and document the installation and configuration for the knowledge transfer engagement.</p>	2
Installation, Baseline Configuration for clustering	<p>The Ellucian consultant will deliver a baseline EIS installation configured in a two (2)-node configuration to ensure high availability in a production environment and plan for the production go-live.</p>	10
Knowledge Transfer and Sign-Off	<p>The Ellucian consultant will provide an installation and configuration walk through of the installed components with the Institution’s identity/technical staff.</p>	2
Total Hours:		28
Total Baseline Implementation Costs		\$ 7,000

Supplemental: EIS and application configuration services

Supplemental services for the configuration of EIS service provider, and application configuration in support of SSO for both one (1) non-production and one (1) production environment.

Application	EIS Configuration Hours	Application Configuration hours	Total Hours
Colleague: WebAdvisor (Version 3.2 or later)	4	12	16
Colleague Self-Service 2.9+	4	12	16
Ellucian Mobile 4.1.1+	4	24	28
Ellucian Portal / SharePoint 4.0+	4	40	44
O365 SSO	4	12	16
Total Hours:			120
Total Costs for App Configuration			\$30,000
Total Costs for Ellucian Ethos Identity Services Implementation			\$37,000

O365 Service Assumptions:

- A valid Office 365 domain configured to use federation (Test and Production).
- Client has full access (tenant admin) to Office 365 (Test and Production domain).
- The ability to connect to Office 365 via an Azure Active Directory Module for Windows PowerShell. This is a basic requirement for managing Office 365.
 - Microsoft Online Service Sign-In Assistant for IT Professionals RTW must be setup
- Client will be responsible for configuring federated access for the Office 365 domains. Ellucian consultant will facilitate the PowerShell commands necessary. Alternatively the Ellucian consultant can be granted tenant admin rights in Office 365 Test and Production domains.
- EIS test and production environment is installed and configured
- Users synced into Office 365:
 - The following configuration assumes the Immutable ID in Office 365 is set to the objectGUID in Active Directory, which is the default when using Azure Active Directory sync.
 Note: For Office 365 to work with EIS, EIS authentication against Active Directory, or another directory server, must reference a user name that matches the Office 365 email address. In Active Directory, this means userPrincipalName. Note that changing the authentication mechanism in this way dictates the format of the username you use to log into EIS for users and administrators.

WebAdvisor

- The Colleague Test and Production environment has WebAdvisor 3.2 or later installed and configured
- SA Valet 2.12.0 or later is installed and configured to the Colleague LPR where the Test and Production environments reside
- Consultant will work with client via WebEx or Blue jeans to configure SAML authentication from SA Valet.
- Colleague to LDAP/AD synchronization must be configured and working properly.
- WebAdvisor must utilize AD authentication
- Client will redeploy the WebAdvisor war files for WebAdvisor after the configuration for SAML authentication is configured. The consultant can alternatively WebEx or Blue jeans during this session to assist the client.
- EIS test and production environment is installed and configured

Colleague Self-Service

- The Colleague Test and Production environment has Self-Service 2.9 or later installed and configured

- SA Valet 2.12.0 or later is installed and configured to the Colleague LPR where the Test and Production environments reside
- Consultant will work with client via WebEx or Blue jeans to configure SAML authentication from SA Valet.
- Colleague to LDAP/AD synchronization must be configured and working properly.
- Colleague Registry accounts must utilize AD authentication
- EIS test and production environment is installed and configured

Client Responsibilities:

- Provision the Virtual Machines, including Operating System for the deployment of the EIS components
- Provide network administrative support for the configuring of firewalls, load balancer, and network devices as required
- Provision constituent data into the user store (typically an LDAP directory) used as authentication provider for EIS
- Upgrade the Ellucian software components to the minimum required versions for an EIS implementation
- Ellucian's recommended approach for deploying EIS is in a two (2) node clustered configuration. This will require either a load balancer, or a reverse proxy. Client is responsible for configure the networking components to support the clustered deployment.

Estimated Project Duration:

- The implementation timeline for EIS greatly depends on the go-live plans from the institution, which is typically aligned with pre-scheduled maintenance windows based on the institutions business practices. A typical implementation of EIS will approximately span four (4) weeks.

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Agreement with LiveSafe, Inc.	
Action:	Request for Approval	

BACKGROUND

In order to have a more safe and secure environment on college campuses across the United States, there has been a move towards new phone based applications for student and staff. These apps allow for real time and two-way conversations between safety and security and the campus community.

ANALYSIS

In the past year RSCCD has been using SafeTrek to provide students, faculty and staff with a tool which they could use in emergency situations. Further research was conducted to see what advances there had been in these safety applications. LiveSafe is such a product, which offers many more features for our campus community. These features include real time reporting, two way communications and mass notification capabilities.

LiveSafe works anywhere in the US and is available on both iOS and Android.

The annual fee will be paid by the District Safety/Security contracted services fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement with LiveSafe, Inc., per the attached agreement as presented.

Fiscal Impact:	\$42,000 annually	Board Date: May 16, 2016
Prepared by:	Alistair Winter, Chief, Safety and Security.	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

This Hosted Services Agreement (this "Agreement") between LiveSafe, Inc., a Delaware corporation with offices at 1400 Key Blvd., Suite 800, Arlington, VA 22209 ("Company") and the organization listed below ("Customer") is effective as of the date last signed below (the "Effective Date"). Each of Company and Customer may be referred to herein individually as a "Party" or collectively as the "Parties." This Agreement includes, collectively, (1) this Cover Sheet; (2) Appendix A (Standard Terms and Conditions); and (3) Appendix B (Description of the Services).

Customer: Rancho Santiago Community College District	Billing contact / Title: Alistair Winter / Chief, District Safety & Security
Address: 2323 N Broadway, Santa Ana, CA 92706	Email / Phone: winter_alistair@rscdd.edu / (714) 480 7331

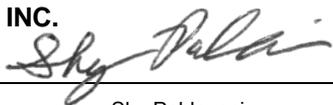
<p>Initial Services Start Date: On or before June 1st, 2016, precise date to be provided to Company by Customer reasonably in advance.</p> <p>Initial Term: "Initial Term" shall mean the time period commencing on the Effective Date and ending two (2) year(s) from the Effective Date.</p> <p>Renewal Term(s): "Renewal Term(s)" shall mean each optional (1) year renewal period subsequent to the Initial Term, which, unless Customer elects not to renew pursuant to the provisions of Section 8.1 below, shall commence on the second anniversary of the Effective Date and each subsequent anniversary thereafter, as the case may be (each, a "Renewal Date"). Fees for each Renewal Term, if any, shall be as mutually agreed upon by the Parties, unless otherwise set forth below.</p>
<p>Annual Fees: Initial Term: Year 1: \$42,000 Year 2: \$42,000</p> <p>Renewal Term: \$42,000</p> <p>Payment Schedule:</p> <p>Annual Fees are due and payable within thirty (30) days of the Effective Date and upon each anniversary thereafter.</p>

This Agreement is ACCEPTED AND AGREED TO as of the Effective Date:

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

LIVESAFE, INC.

By:  _____
Name: Shy Pahlevani
Title: Founder
Date: 4/18/2016

BY INITIALING BELOW, CUSTOMER ACKNOWLEDGES AND AGREES THAT, PURSUANT TO SECTION 9.8 OF THIS AGREEMENT, THE TERMS AND CONDITIONS OF THIS AGREEMENT PREVAIL OVER ANY CONFLICTING TERMS OR CONDITIONS SET FORTH ON OR REFERENCED IN ANY OF CUSTOMER'S PURCHASE ORDERS OR OTHER PRINTED FORMS RELATING HERETO EVEN IF THE DATE OF SUCH DOCUMENTS IS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF. CUSTOMER'S INITIALS: _____

1. USE RIGHTS; RESTRICTIONS

1.1 Services to be Provided. Company offers a smartphone mobile safety application (“App”) and comprehensive cloud-based, password-protected services website (“Dashboard”), each as described in Appendix B (collectively, the “Services”). Company shall provide the Services to Customer during the Initial Term and any Renewal Term(s) (collectively, the “Term”).

1.2 License to be Provided. During the Term, Company hereby provides Customer with a non-transferable, royalty-free, non-exclusive license to set up and use the Services in the manner contemplated herein. Customer’s license hereunder allows unlimited users to access and use the App.

1.3 Limitation of Rights. Customer recognizes that Customer’s rights in and to the Services are exclusively as set forth herein and do not comprise any rights of ownership in any of the Services. Customer agrees that Company owns all right, title and interest in and to the Services, the intellectual property rights relating thereto, and any modifications or improvements thereof. Customer shall not (i) use the Services other than as contemplated herein; or (ii) attempt to disassemble, reverse engineer, decompile or create derivative works from (or authorize the disassembly, reverse engineering, decompilation or creation of derivative works from) any of the Services. Customer shall not sell, sublicense, issue, copy or rent the Services.

1.4 Customer Data. Customer agrees that except to the extent required by law, by court order or in connection with the provision of the Services to Customer hereunder, Company may only use data collected, extracted or received through Customer’s use of the Services (“Customer Data”) in an anonymized and aggregated manner (without specifically identifying Customer, Customer’s students or Customer’s geographic locale) for the sole purposes of reporting App or Dashboard metrics and improving the Services. Within ten (10) business days following Customer’s written request made not more than four (4) times per year, Company shall provide Customer, in CSV file format, a full or incremental backup copy of such Customer Data in its possession as the Parties shall mutually agree.

1.5 Authorized Users. “Authorized Users” shall mean the employees, contractors and/or consultants under Customer’s control responsible for monitoring and administering the Dashboard who are authorized by Customer to access the Dashboard using a user identifier

and password provided to Customer by Company. With respect to the App, “Authorized Users” shall also include all students, faculty, staff, administrators and other users authorized by Customer. Customer shall (i) not permit any person or entity, other than designated Authorized Users, to access the Dashboard, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Dashboard, and (iii) provide Company prompt written notice of any such unauthorized access or use. Customer shall instruct Authorized Users of the Dashboard to comply with all applicable terms of this Agreement.

1.6 Delivery. Company shall submit to Customer a detailed implementation plan and timeline for Customer’s review and approval. Upon Customer’s approval, Company shall implement the Services in accordance with the agreed-upon plan and timeline.

2. FEES; PAYMENT TERMS

2.1 Fees; Payment Terms. Customer shall pay the Annual Fees due to Company hereunder in accordance with the payment schedule set forth on the Cover Page.

2.2 Taxes. If Customer is exempt from federal, state and local taxes, it shall provide, upon request, a certificate documenting its tax-exempt status. If Customer is not exempt from such taxes, any sales or use tax imposed on Customer will be Customer’s sole responsibility.

3. CONFIDENTIALITY

As used herein, “Confidential Information” means any and all information or data, regardless of whether it is in tangible form, disclosed or otherwise made available in connection with this Agreement by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), that the Disclosing Party has either marked as confidential or proprietary, has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the Receiving Party, or that would reasonably be expected to be confidential under the circumstances; provided, however, that in any event Company’s Confidential Information shall include (a) all information relating to the Services, including, without limitation, Company’s approach to source-code and design development and (b) the terms of this Agreement, including pricing information. Customer’s Confidential Information shall include Customer Data and all data collected on Customer’s Authorized Users (including, without limitation, any GPS data), whether submitted by

Customer, the Authorized Users, or obtained from an Authorized User's device via the App. Notwithstanding anything to the contrary set forth herein, information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; or (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each Party shall use reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and license expressly granted to it under this Agreement, Confidential Information may only be disclosed to (1) such employees and agents of the Parties as may have a need to know such information in the course of their duties; (2) legal or financial advisors of the Parties on a need-to-know basis; and (3) to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort by the Disclosing Party to seek a protective order and/or obtain confidential treatment. Company may disclose the terms of this Agreement to existing and potential investors, lenders and acquirers and the legal or financial advisors of the foregoing, provided that such disclosure be made under a non-disclosure agreement entered into by the relevant parties.

4. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

4.1 Representations and Warranties. Company represents and warrants to Customer that Company shall provide the Services (i) in a professional and workmanlike manner, (ii) in accordance with the specifications set forth on Appendix B (as the same may be amended from time to time) and with all of the functionality described in such Appendix, and (iii) to the best of its knowledge, in compliance with all applicable laws, rules and regulations. Company further represents and warrants that (i) the Services are free of material defects, (ii) at the time of delivery, the Services shall be free of any and all time locks, viruses, trojans, worms, spyware, adware, other malware and malicious code, copy protect mechanisms, back doors, or any disclosed or undisclosed features designed to (x) disable the Services or render them incapable of operation, or (y) permit access to any Customer networks, systems, programs or Confidential Information; (iii) there is no pending or, to the best of its knowledge, threatened litigation against Company that could adversely affect its ability to perform its obligations

hereunder or Customer's use of the Services; and (iv) the Services do not and shall not infringe any patent, copyright, trade secret or other proprietary rights of any third party. Subject to the notice and cure period set forth in Section 8.2 below, in the event that Customer terminates this Agreement as a result of a breach of this Section 4.1, Customer shall be entitled to a refund from Company of the fees paid for any unused portion of the Term.

4.2 Each Party represents and warrants to the other Party hereto (i) that such Party has the right to enter into this Agreement and to perform its obligations hereunder, and (ii) that the person executing this Agreement on behalf of such Party is duly authorized to do so.

4.3 Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND COMPANY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, COMPANY MAKES NO WARRANTY THAT THE SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR-FREE FASHION AT ALL TIMES.

5. INDEMNIFICATION

5.1 Company shall indemnify, defend and hold harmless Customer, its officers and employees from all claims, demands or suits at law or in equity brought by a third party arising from Company's intentional or negligent acts or breach of its obligations under this Agreement. Company's duty to indemnify shall not apply to loss or liability to the extent caused by the intentional or negligent acts of Customer, its officers and/or employees.

5.2 Customer shall indemnify, defend and hold harmless Company, its officers and employees from all claims, demands or suits at law or in equity brought by a third party arising from Customer's intentional or negligent acts or breach of its obligations under this Agreement. Customer's duty to indemnify shall not apply to loss or liability to the extent caused by the intentional or negligent acts of Company, its officers and/or employees.

5.3 If the comparative negligence of the Parties and their respective officers and/or employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

5.4 In the event of a claim against Customer resulting from the infringement or misappropriation of a third party United States copyright, patent, trademark or trade secret

by reason of the use of the Services by Customer as permitted hereunder, Company shall, at its expense, defend such claim, and pay damages actually awarded or paid in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Company for such defense and any costs or expenses incurred by Customer in connection with such claim, provided that (i) Customer shall promptly notify Company of such claim (provided that any failure by Customer to so notify Company shall not release Company of its indemnification obligations unless such failure actually prejudices Company's defense of such claim), (ii) Company shall have the sole and exclusive authority to defend and/or settle any such claim (provided that Company shall not settle any claim that requires Customer to admit liability or pay any money unless such settlement is approved in writing by Customer), and (iii) Customer reasonably cooperates with Company in connection therewith at Company's expense. If the use of the Services by Customer has become, or in Company's opinion is likely to become, the subject of any claim of infringement, Company may at its option and expense (a) procure for Customer the right to continue using the Services as set forth hereunder; (b) replace or modify the Services to make it non-infringing so long as the Services have at least equivalent functionality; or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement and refund to Customer the fees paid for any unused portion of the Term. Company shall have no liability or obligation under this Section 5.4 with respect to any claim to the extent such claim is caused by (x) compliance with designs, data, instructions or specifications provided by Customer, (y) modification of the Services by any party other than Company without Company's express written consent, or (z) the combination, operation or use of the Services with Customer's other applications, portions of applications, products, data or services where the Services would not have otherwise been infringing.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT SUCH PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES). EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SPECIFICALLY SET FORTH IN

SECTION 5.4 OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7. INSURANCE

7.1 During the Term, Company shall maintain in force, at its sole expense, the following insurance coverage:

7.2 Liability Insurance for bodily injury and property damage with a limit of not less than \$4,000,000 each occurrence and in the aggregate inclusive of defense costs. Said coverage shall include contractual liability coverage for any indemnity provided by Company to Customer pursuant to this Agreement.

7.3 Professional Liability Insurance (including coverage for E&O, cyber liability and privacy) with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence and in the aggregate inclusive of defense costs (other than privacy breach notification costs which must have an aggregate limit of not less than \$1,000,000). Said coverage shall include contractual liability coverage for any indemnity provided by Company to Customer pursuant to this Agreement.

7.4 There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) provided pursuant to this Section 7 without thirty (30) days written notice from Company or its insurer(s) to Customer.

8. TERM, TERMINATION

8.1 Term. Unless earlier terminated as described below, the term of this Agreement shall commence on the Effective Date and continue for the Initial Term set forth on the Cover Page. Following the Initial Term, this Agreement shall renew automatically for subsequent Renewal Term(s) as set forth on the Cover Page. Either Party may elect not to renew this Agreement by providing written notice to the other Party sixty (60) days prior to the start of the applicable Renewal Date.

8.2 Termination for Cause. Either Party may terminate this Agreement, without liability, obligation or penalty of any kind, upon written notice, in the event that the other Party commits any material breach of this Agreement and

fails to cure such breach within thirty (30) days thereafter (or such longer period, not to exceed sixty (60) days, if such Party is diligently pursuing a cure).

8.3 Obligations on Termination. Upon termination or expiration of this Agreement, all rights granted hereunder and all obligations of Company to provide the Services shall immediately terminate and each of the Parties shall promptly return or destroy any Confidential Information of the other Party in its possession or control. Any destruction of a Disclosing Party's Confidential Information shall be, upon request by the Disclosing Party, certified in writing by an officer of the Receiving Party. Upon any termination or expiration of this Agreement (whether for cause, without cause, or for any other reason), Company agrees to provide in CSV file format, within ten (10) business days following Customer's written request, a full and complete copy of such Customer Data then in Company's possession as the Parties shall mutually agree. Termination of this Agreement for any reason (other than as set forth in Section 4.1 above) shall not relieve Customer from paying all fees accruing prior to termination and shall not result in any refund to Customer of any fees previously paid. Sections 1.4, 2.2, 5, 6, 8.3 and 9 shall survive the termination or expiration of this Agreement for any reason whatsoever.

9. GENERAL

9.1 Force Majeure. Neither Party shall be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood or other natural disaster, act of God, labor controversy, civil disturbance, terrorism or war (whether or not officially declared), any change in or the adoption of any law, regulation, judgment or decree, or power, utility or internet failures not caused by Customer or Company (as applicable) (each a "Force Majeure Event"); provided that financial inability in and of itself shall not be a Force Majeure Event.

9.2 No Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party hereto (which consent shall not be unreasonably withheld, conditioned or delayed), except that either Party may assign this Agreement, without the prior written consent of the other Party hereto, to a corporation or other business entity succeeding to all or substantially all of the assets and business of the assigning Party by merger or purchase. Any attempt by either Party to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing shall be null and void.

9.3 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing

signed by duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.4 Relationship. Nothing in this Agreement shall be construed to place the Parties hereto in an agency, employment, franchise, joint venture or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. For all purposes under this Agreement, Company shall be and act as an independent contractor of Customer.

9.5 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

9.6 Governing Law, Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia without regard to its conflicts of law rules. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the Courts of the Commonwealth of Virginia, County of Arlington and of the United States of America with jurisdiction over Arlington County, Virginia for any litigation among the Parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in Arlington County, Virginia Courts and agrees not to plead or claim in any Virginia Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable Parties to such litigation that are not subject to the jurisdiction of the Virginia Courts.

9.7 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed telecopy or other electronic means; (iii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the Cover Page or such other addresses designated pursuant to this Section 9.6.

9.8 ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, SUPERSEDES AND REPLACES ALL PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS OR AGREEMENTS, WRITTEN OR ORAL, REGARDING THE SUBJECT MATTER CONTAINED HEREIN, AND PREVAILS OVER ANY CONFLICTING TERMS OR CONDITIONS SET FORTH ON OR REFERENCED IN ANY OF CUSTOMER'S PURCHASE ORDERS OR OTHER PRINTED FORMS RELATING HERETO EVEN IF THE DATE OF ANY SUCH DOCUMENT IS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.

9.9 Publicity. Company shall be entitled to identify Customer as a customer of Company. In connection therewith, Company shall have the right to (i) issue a press release announcing this Agreement (but not the terms and conditions set forth herein), and (ii) use Customer's name and/or logo for publicity and advertising purposes. In each instance where Customer's logo is to be used, Company will provide Customer with advance written notice thereof. If Customer does not reasonably object to such use within five (5) business days of receipt thereof, such use shall be deemed approved.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, by facsimile or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

APPENDIX B

Summary Description of the Services

The LiveSafe service enables two-way communication between users and safety officials. It consists of a mobile app for users, and a web-based dashboard for safety officials.

Mobile app for users:

- 1. Tip Reporting.** Enables users to send GPS-tagged tips to the dashboard, including the option to add audio, video, and image files, and then engage in real-time online chat with the dashboard safety officials.
- 2. Emergency Communication.** Enables users to call or message 911 and dashboard safety officials from app while also submitting to the dashboard the user's profile info and real-time location tracking info on a map.
- 3. Mapping.** In-app map that shows safety locations, published crime info, and dashboard-added places & info.
- 4. User-to-User Communication.** Enables users to send their real-time location tracking info to their contacts, engage in real-time online chat with them, and then quickly call 911 and safety officials in case of emergency.
- 5. Organization Info.** Users can see dashboard-added screens that contain safety, emergency management, and general organizational information.

Web-based dashboard for safety officials:

- 1. Tip/Incident Management.** Management of user-submitted tips and real-time online chat with them.
- 2. Emergency Response.** If users utilize the app to "Call 911", "Call Campus Police, or "Message Campus Police Users, it will send an event to the dashboard that may include the user's real-time location tracking and profile information.
- 3. User Messaging.** Enables safety officials to send messages to app users, or groups of users, via text, email, and device push notifications, and also publish to Facebook and Twitter.
- 4. Dashboard-added Info & Customizations.** Enables safety officials to add places, events, and info to the app map. Can customize their organization's app phone number, logo, colors, and tip-types. Also add app screens that contain safety, emergency management, and general organizational information.
- 5. Usage & Stats.** See Stats function on the dashboard for app usage and tip contents.
- 6. Comprehensive User Manual.** Available both online with Stats function on the dashboard & offline

Detailed List of Features for the Services

Mobile app for users:

1. Tip Reporting

- a. Incident type selection
- b. Text description
- c. Option to attach audio, upload video, and image files
- d. If user has added profile information, it's part of the tip details
- e. GPS location of tip
 - i. Address
 - ii. Map view
- f. Option for user to report anonymously
- g. App & email confirmation messages upon successful submittal, including tip tracking number
- h. Real-time, in-app chatting with dashboard safety officials
- i. Archive of all submitted tips, including chat logs

2. Emergency Communication

- a. User can Call 911
- b. User can call an dashboard-customized emergency phone number
- c. User can send emergency message to dashboard safety officials
- d. For all of the above, the dashboard safety officials receive a dashboard event that may include:

- i. User's real-time GPS location tracking info on a map
- ii. User profile information, including prior tip history and emergency contacts
- iii. The ability for dashboard safety officials to engage in a real-time, in-app chat with the user

3. Mapping

- a. Dashboard-published LiveSafe tips
- b. Safety locations (Ex: Hospitals; gas stations), with directions on how to get there
- c. Local crime reports (optional)
- d. Dashboard-added places (Ex: Blue lights; Buildings)
- e. Dashboard-added reports & alerts
- f. Real-time location of busses, shuttles, etc. that have a GPS feed (optional)

4. User-to-User Communication

- a. Users can add any of their friends, family, etc. as a contact
- b. Users can send any contact their real-time location information
- c. Contacts can view the user location on a map in the app
- d. Users can chat with their contacts while the location is being shared
- e. Users can escalate at anytime to "Call 911", "Call Campus Police" or "Message Campus Police"

5. Organization Info

- a. App users can see dashboard-added information
 - i. Emergency information/plans
 - 1. Text
 - 2. HTML
 - ii. Phone numbers
 - iii. URL's
 - iv. Email addresses
 - v. Addresses
 - 1. Individual places
 - 2. Building lists
- b. All information can be edited, deleted, added-to by dashboard users as desired

Web-based dashboard for safety officials:

1. Incident Management

- a. User-submitted tips
 - i. Incident type
 - ii. Text description
 - iii. Optionally-attached audio, upload video, and image files
 - iv. If user has added profile information, it's part of the tip details
 - v. Option for user to report anonymously
 - vi. GPS location
 - 1. Address
 - 2. Map view
 - vii. Real-time, in-app chatting with tip submitter
 - viii. Archive of all submitted tips, including chat logs
- b. Dashboard notification when a new tip is received
 - i. Visual
 - ii. Audible
 - iii. Optional email message
- c. Tip status workflow
- d. Flagging of important tips
- e. Internal-only Notes field
- f. Publish to app map
- g. Forward via email
- h. Available full history of tip report changes done by dashboard admins

2. Emergency Response

- a. Users who “Call 911” from app
 - i. Call routed to appropriate 911 center
 - ii. Event submitted to dashboard
 - 1. Contains user’s profile info
 - 2. Contains user’s real-time location tracking info
 - 3. Dashboard user can engage in real-time chat with user
 - 4. Internal-only Notes field
- b. “Call Campus Police” from app
 - i. Call routed to dashboard-defined phone number
 - ii. Event submitted to dashboard
 - 1. Contains user’s profile info
 - 2. Contains user’s real-time location tracking info
 - 3. Dashboard user can engage in real-time chat with user
 - 4. Internal-only Notes field
- c. Users who “Message Campus Police” from the map
 - i. Event submitted to dashboard
 - ii. Contains user’s profile info
 - iii. Contains user’s real-time location tracking info
 - iv. Dashboard user can engage in real-time chat with user
 - v. Internal-only Notes field

3. User Messaging

- a. Send messages to all app users via
 - i. Email
 - ii. Text/SMS
 - iii. Push notification
- b. Include link to dashboard-uploaded media file (Ex: picture)
- c. Save pre-defined message templates
- d. Send messages to Groups
 - i. Create custom Group type (Ex: Faculty)
 - 1. Add any app or dashboard user to the Group
 - 2. Send message to just that Group
 - ii. Create geo-based Group
 - 1. Create geofences on map
 - 2. Send message to only those users (if you have their current location) within each geofence
- e. Archived history of all sent messages
 - i. Date & Time
 - ii. Message type
 - iii. Message details
 - iv. Delivery stats
 - v. Message details

4. Dashboard-added Info & Customizations

- a. App
 - i. Customize app appearance
 - 1. Top bar colors

- 2. Top bar logo
 - 3. Left menu logo
 - ii. "Call Campus Police" phone number
 - iii. Dashboard-added info that appears in the app map
 - 1. Places
 - a. Buildings
 - b. Bluelights
 - 2. Reports
 - 3. Geofences
 - iv. Dashboard-added info that appears in Org Info app screens
 - 1. Emergency information/plans
 - a. Text
 - b. HTML
 - 2. Phone numbers
 - 3. URL's
 - 4. Email addresses
 - 5. Addresses
 - a. Individual places
 - b. Building lists
 - 6. All information can be edited, deleted, added-to by dashboard users as desired
- b. Dashboard
 - i. Add/edit unlimited number of users
 - ii. Privilege-based user access
 - 1. Add/edit users
 - 2. Add/edit tips
 - 3. Send user messages
 - 4. Get new tip emails
 - 5. Add/Edit map
 - 6. Edit Dashboard

5. Usage & Stats

- a. Fully searchable user database
- b. Fully searchable tip database
- c. Download & Tips stats
 - i. Downloads
 - 1. Per day
 - 2. By OS
 - 3. By gender
 - ii. Tips
 - 1. Per day
 - 2. By time
 - 3. By type
 - 4. By content
 - a. Profile information
 - b. Chat
 - c. Media

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE – BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	May 16, 2016
Re:	Approval of Bid #1284 – Purchase of Vertical Mill & Tooling Lathe		
Action:	Request for Approval		

BACKGROUND

Santa Ana College is developing a Medical Devices Manufacturing program. Grants from the California Career Pathways Trust and the state's Career Technical Education Enhancement Funds initiative are funding the program development. The program is a collaborative effort involving the disciplines of Biotechnology, Welding, Engineering and Manufacturing. Manufacturing was allotted a portion of the grant funds to purchase two vertical mills and one tooling lathe. The acquisition of this equipment will allow students to receive hands-on milling and lathe instruction in the manufacture of surgical instruments and other life-saving medical devices. This transaction also includes trading in two antiquated Fadal CNC Model #904-1 Milling Centers

The estimated cost of the equipment exceeded the bid limit and therefore, bidding was required.

ANALYSIS

Bids were emailed to nine vendors. Two bids were received, three no bid responses along with one bid received after the bid deadline and therefore deemed non-responsive. The lowest responsible and responsive bidder meeting specifications is Ellison Technologies, Inc.

VENDOR	AMOUNT
Ellison Technologies, Inc.	\$263,394.76
Mazak Corporation	\$417,036.20
Blue Ridge Machinery & Tools	No Bid
Global Commercial Trading LLC	No Bid
Machinery Sales Co.	No Bid
Republic Lagun Machine Tool Co.	Non-Responsive
Yamazen	No Response
Makino	No Response
South Bend Lathe	No Response

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve the award of Bid #1284 – Purchase of Vertical Mill & Tooling Lathe to Ellison Technologies, Inc. as presented.

Fiscal Impact:	\$263,394.76	Board Date:	May 16, 2016
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services		
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Chancellor		

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Bid #1285 – Purchase of Lincoln Electric System 5 – 100iC/12 Robot Arm & Fanuc Arcmate 100iC/12 Robot Arm and Miscellaneous Accessories	
Action:	Request for Approval	

BACKGROUND

Santa Ana College is developing a Medical Devices Manufacturing program. Grants from the California Career Pathways Trust and the state's Career Technical Education Enhancement Funds initiative are funding the program development. The program is a collaborative effort involving the disciplines of Biotechnology, Welding, Engineering and Manufacturing. Welding was allotted a portion of the grant funds to purchase a robotic welder and miscellaneous accessories. The acquisition of this equipment will allow students to receive hands-on robotic welding instruction in the manufacture of surgical instruments and other life-saving medical devices.

The estimated cost of the equipment exceeded the bid limit and therefore, bidding was required.

ANALYSIS

Bids were emailed to seven vendors. Two bids were received, one no bid response, one non-responsive bid and three did not respond. The non-responsive bidder did not submit shipping/delivery/installation charges or a signature on our Bid Form. The lowest responsible and responsive bidder meeting specifications is Praxair Distribution.

VENDOR	AMOUNT
Praxair Distribution	\$195,596.00
Sims Orange Welding Supply Inc.	\$200,966.92
The Lincoln Electric Co.	Non-Responsive
Airgas	No Bid
Cameron Welding Supply	No Response
Tristar Gases	No Response
Navigator eRepublic Tools	No Response

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve the award of Bid #1285 – Purchase of Lincoln Electric System 5 – 100iC/12 Robot Arm & Fanuc Arcmate 100iC/12 Robot Arm and Miscellaneous Accessories to Praxair Distribution as presented.

Fiscal Impact:	\$195,596.00	Board Date: May 16, 2016
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Chancellor	

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Bid #1286 – Purchase of LaserStar Technologies Laser Welding Workstations & Accessories	
Action:	Request for Approval	

BACKGROUND

Santa Ana College is developing a Medical Devices Manufacturing program. Grants from the California Career Pathways Trust and the state's Career Technical Education Enhancement Funds initiative are funding the program development. The program is a collaborative effort involving the disciplines of Biotechnology, Welding, Engineering and Manufacturing. Welding was allotted a portion of the grant funds to purchase laser welding equipment. The acquisition of this equipment will allow students to receive hands-on laser welding instruction in the manufacture of heart valves, surgical instruments and other life-saving medical devices.

The estimated cost of the equipment exceeded the bid limit and therefore, bidding was required.

ANALYSIS

Bids were emailed to three vendors. Two bids were received along with one no bid response. The lowest responsible and responsive bidder meeting specifications is LaserStar Technologies Corporation.

VENDOR	AMOUNT
LaserStar Technologies Corporation	\$131,848.36
Sims Orange Welding Supply Inc.	\$137,798.10
Airgas	No Bid

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve the award of Bid #1286 – Purchase of LaserStar Technologies Laser Welding Workstations & Accessories to LaserStar Technologies Corporation as presented.

Fiscal Impact:	\$131,848.36	Board Date: May 16, 2016
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Chancellor	

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

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Request for Proposal (RFP) #1278 Integrated Waste Management Services	
Action:	Request for Approval	

BACKGROUND

The District has an existing contract for solid waste services that expires on June 30, 2016. The existing service contract provides mixed waste collection and processing of municipal solid waste (MSW) from all seven locations. Some of the facilities also have collection of source separated green waste. In addition, a separate company provides mixed paper recycling at some of the locations.

The District adopted a Sustainability Plan in 2015, which established goals to improve existing landfill diversion programs, to expand recycling and waste reduction, and to strive to meet the statewide recycling goal of 75% by 2020. As part of the Sustainability Plan, the waste management subcommittee identified expanding recycling options through the rebid of the waste contract to include additional services for on-campus recycling, and green waste and food waste composting.

In 2011, AB 341 was passed by the legislature, establishing a 75% Recycling Goal by 2020. Regulations to implement AB 341 include methods to increase the amount of commercial waste recycled in California by requiring businesses, multi-family residences with 5 or more units, and public entities that generate more than four cubic yards of solid waste per week to recycle. The regulations went into effect in July 2012. AB 1826 implements mandatory organics recycling for commercial generators. Beginning April 1, 2016, businesses that generate eight cubic yards of organic waste per week must arrange for recycling services for the organic waste. On or after January 1, 2017, businesses that generate four cubic yards or more of organic waste will be included in the requirement. The bill will require all businesses that generate four cubic yards or more of commercial solid waste per week to arrange for organic waste recycling services on or after January 1, 2019.

ANALYSIS

The District issued a Request for Proposal (RFP) #1278 Integrated Waste Management Services and advertised in compliance with Education Code §81641. A total of eleven (11) bidders were sent the RFP including other interested parties via the District's website.

Three bidders responded to the RFP. The proposed costs from all three bidders are included in Table 1.

Table 1. Bid Results

Ware Disposal

Sites	1st Year	2nd Year	3rd Year	4th Year	5th Year	Five-Year Total
Centennial Education Center	\$6,180.00	\$6,180.00	\$6,180.00	\$6,180.00	\$6,180.00	\$30,900.00
Digital Media Center	\$2,196.00	\$2,196.00	\$2,196.00	\$2,196.00	\$2,196.00	\$10,980.00
SCC-Orange Education Center	\$3,540.00	\$3,540.00	\$3,540.00	\$3,540.00	\$3,540.00	\$17,700.00
OC-Sheriff's Regional Training Academy	\$6,060.00	\$6,060.00	\$6,060.00	\$6,060.00	\$6,060.00	\$30,300.00
RSCCD-District Office	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$24,000.00
Santa Ana College	\$29,760.00	\$29,760.00	\$29,760.00	\$29,760.00	\$29,760.00	\$148,800.00
Santiago Canyon College	\$11,820.00	\$11,820.00	\$11,820.00	\$11,820.00	\$11,820.00	\$59,100.00
Annual Total for All Sites	\$64,356.00	\$64,356.00	\$64,356.00	\$64,356.00	\$64,356.00	\$321,780.00

Unit Prices for additives or deductives as needed.

Waste	Recycling	Organics
3-cy container		
\$65.00 - Weekly Rate	\$55.00 - Weekly Rate	\$60.00 - Weekly Rate
\$245.00 - Monthly Rate	\$239.00 - Monthly Rate	\$260.00 - Monthly Rate
4-cy container		
\$85.00 - Weekly Rate	\$75.00 - Weekly Rate	\$80.00 - Weekly Rate
\$368.00 - Monthly Rate	\$325.00 - Monthly Rate	\$347.00 - Monthly Rate
40-cy container		
\$459.00 up to 5 tons - Weekly Rate	\$459.00 per load - Weekly Rate	
\$68.00 per ton over 4 tons - Monthly Rate		

Waste Management

Sites	1st Year	2nd Year	3rd Year	4th Year	5th Year	Five-Year Total
Centennial Education Center	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$21,000.00
Digital Media Center	\$1,752.00	\$1,752.00	\$1,752.00	\$1,752.00	\$1,752.00	\$8,760.00
SCC-Orange Education Center	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$10,500.00
OC-Sheriff's Regional Training Academy	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$39,000.00
RSCCD-District Office	\$3,924.00	\$3,924.00	\$3,924.00	\$3,924.00	\$3,924.00	\$19,620.00
Santa Ana College	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$180,000.00
Santiago Canyon College	\$9,156.00	\$9,156.00	\$9,156.00	\$9,156.00	\$9,156.00	\$45,780.00
Annual Total for All Sites	\$64,932.00	\$64,932.00	\$64,932.00	\$64,932.00	\$64,932.00	\$324,660.00

Unit Prices for additives or deductives as needed.

Waste	Recycling	Organics
3-cy container		
\$11.55 - Weekly Rate	\$4.62 - Weekly Rate	\$13.86 - Weekly Rate
\$50.00 - Monthly Rate	\$20.00 - Monthly Rate	\$60.00 - Monthly Rate
4-cy container		
\$15.01 - Weekly Rate	\$5.77 - Weekly Rate	\$18.48 - Weekly Rate
\$65.00 - Monthly Rate	\$25.00 - Monthly Rate	\$80.00 - Monthly Rate
40-cy container		
\$195.00 - Weekly Rate	\$75.00 - Weekly Rate	
Per Haul - Including 4 Tons - Monthly Rate	Per Haul - Monthly Rate	

Table 1. Bid Results

CR & R

Sites	1st Year	2nd Year	3rd Year	4th Year	5th Year	Five-Year Total
Centennial Education Center	\$5,417.28	\$5,958.96	\$6,557.28	\$7,210.32	\$7,931.28	\$33,075.12
Digital Media Center	\$1,625.16	\$1,787.64	\$1,966.32	\$2,162.88	\$2,378.76	\$9,920.76
SCC-Orange Education Center	\$3,250.32	\$3,575.28	\$3,932.64	\$4,325.76	\$4,757.52	\$19,841.52
OC-Sheriff's Regional Training Academy	\$5,417.28	\$5,958.96	\$6,554.88	\$7,210.32	\$7,931.28	\$33,072.72
RSCCD-District Office	\$5,417.28	\$5,958.96	\$6,557.28	\$7,210.32	\$7,931.28	\$33,075.12
Santa Ana College	\$32,503.68	\$35,753.86	\$39,343.68	\$43,261.92	\$47,587.68	\$198,450.82
Santiago Canyon College	\$10,834.56	\$11,917.92	\$13,114.56	\$14,420.64	\$15,862.56	\$66,150.24
Annual Total for All Sites	\$64,465.56	\$70,911.58	\$78,026.64	\$85,802.16	\$94,380.36	\$393,586.30

Unit Prices for additives or deductives as needed.

Waste	Recycling	Organics
3-cy container		
\$48.00 - Weekly Rate	\$48.00 - Weekly Rate	\$75.00 - Weekly Rate
4-cy container		
\$48.00 - Weekly Rate	\$48.00 - Weekly Rate	\$75.00 - Weekly Rate
40-cy container		
\$255.00/Haul + Processing - Weekly Rate	\$255.00/Haul + Processing - Weekly Rate	

A committee consisting of the Director of Purchasing Services, managers from Facility Planning, and the District's Solid Waste Consultant participated in the review of those responses. Two of the proposals were not considered as those proposals did not provide the requested information or required services. However, all three proposals were scored and ranked in accordance with the criteria established in the RFP (**Table 2**).

Table 2. Proposal Scoring Criteria

Criteria	Weight
Qualifications and Experience	25%
Proposed Services	35%
Proposed Costs	35%
Environmental Stewardship	5%
TOTAL	100%

The results of the scoring are included in **Table 3**. As indicated, the proposal scoring the highest was Waste Management, Inc. (WM) which scored a total of 388 points.

Table 3. Scoring Results

Criteria	WARE	WM	CR&R
Qualifications and Experience	83	100	95
Proposed Services	80	140	88
Proposed Costs	135	128	82
Environmental Stewardship	17	20	16
TOTAL	315	388	281

On April 22, the review committee interviewed representatives from WM to obtain clarification on the proposed services and other aspects of their proposal. Based on the details in the proposals, as well as information in the interview, the committee unanimously agreed to select WM as the preferred service provider as the lowest responsible and responsive bidder for integrated waste management services for the District. This determination was made largely based on the services proposed by WM, their understanding of the District’s goals and objectives established in its sustainability plan, and their commitment to implement an integrated waste management program that will enable the District to meet its waste reduction and diversion goals and State mandates. WM will work closely with the District to raise awareness of waste reduction and recycling through promotional activities, to implement waste reduction, recycling, and organics management at special events, and implement a reporting system that tracks the progress and efficacy of the program, and to modify the program as may be necessary.

Although the WM costs are not the lowest, the company has offered, prior to beginning services, to conduct an in-depth evaluation of the existing and proposed services at each facility, and provide a customized service arrangement for each facility that will maximize diversion and minimize the level of service. The company has indicated this “right-sizing” of services will most likely result in reduced costs, and has guaranteed it will not increase the costs included in their proposal.

While there will be a higher cost associated with the new integrated waste management services overall, in the long run, it will more than pay for itself in increased recycling and organics diversion, which will reduce waste collection and disposal costs, ensure compliance with State recycling mandates, and help the District to meet its Sustainability Plan goals and objectives. The agreement is for one year with the option to renew for four additional one-year terms.

The complete RFP is available electronically on the District’s website under Bid Opportunities for review.

RECOMMENDATION

It is recommended that the Board of Trustees accept the proposals and award RFP #1278-Integrated Waste Management Services including renewals to Waste Management, Inc. as presented.

Fiscal Impact:	\$64,932.00 (1 st Year)	Board Date: May 16, 2016
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

AGREEMENT

THIS AGREEMENT is hereby entered into between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the DISTRICT, and

Vendor

Taxpayer ID # or SSN

Mailing Address, City, State, Zip Code

hereinafter referred to as SERVICE PROVIDER.

WHEREAS, the DISTRICT is authorized to contract with a SERVICE PROVIDER to provide Integrated Waste Management Services pursuant to Public Resources Code section 40059.

WHEREAS, the SERVICE PROVIDER is specially experienced, and competent to provide Integrated Waste Management Services in accordance with all of the terms, conditions and pricing as listed in RFP #1278.

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the SERVICE PROVIDER upon the terms and conditions hereinafter set forth, and the SERVICE PROVIDER hereby accepts said conditions and agrees to provide Integrated Waste Management Services as hereinafter mentioned as the successful bidder in accordance with the said terms and conditions of that RFP (“Services”).

1. The SERVICE PROVIDER shall commence providing Integrated Waste Management Services under this AGREEMENT and the RFP Documents on July 1, 2016, and will diligently perform as required through June 30, 2017 with an option to renew for up to four (4) additional twelve-month increment not to exceed five (5) years, or as otherwise terminated or changed in accordance with this AGREEMENT or the RFP Documents.
2. After evaluation of the responses to the RFP and negotiations, the DISTRICT and the SERVICE PROVIDER have mutually agreed to make changes to the requirements set forth in the original RFP #1278. Attached hereto as Exhibit “1” to this AGREEMENT is the RFP with the mutually agreed upon revisions and clarification. Any references to “RFP” or “RFP Documents” shall mean the document attached hereto as Exhibit “1” which is incorporated herein by reference.
3. This AGREEMENT entered into by the parties also consists of the following “RFP Documents”: Notice Calling for Proposals, Information for SERVICE PROVIDERS, RFP Form, General/Special Conditions, Specifications, Requirements, Insurance Requirements, Workers’ Compensation Certification, Non-Collusion Declaration, Bid Security, Subcontractor List, RFP

Checklist, Performance Bond, Drug-Free Workplace Certification, Business Enterprises, W-9 certification and all modifications, addenda, and amendments, if any.

4. The DISTRICT shall pay the SERVICE PROVIDER monthly payments in accordance with the other conditions & services of the RFP.
5. The SERVICE PROVIDER shall assume all expenses incurred by him/her in connection with the performance of this AGREEMENT, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with the Services.
6. While engaged in carrying out and complying with any of the terms and conditions of this AGREEMENT, SERVICE PROVIDER shall be and act as an independent contractor. SERVICE PROVIDER understands and agrees that SERVICE PROVIDER and all of SERVICE PROVIDER'S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SERVICE PROVIDER assumes the full responsibility for the acts and/or omissions of SERVICE PROVIDER'S employees or agents as they relate to the Services to be provided under this AGREEMENT. SERVICE PROVIDER shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective SERVICE PROVIDER'S employees.
7. SERVICE PROVIDER shall defend, indemnify and hold harmless DISTRICT and its Board of Trustees, officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of Services under this AGREEMENT or the RFP Documents. As part of this indemnity, SERVICE PROVIDER shall protect and defend, at its own expense, DISTRICT and its Board of Trustees, officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach or as otherwise required by this Section.

Furthermore, SERVICE PROVIDER agrees to and does hereby defend, indemnify and hold harmless the DISTRICT and its Board of Trustees, officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law, this AGREEMENT or the RFP Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work or Services called for in this AGREEMENT or the RFP Documents, except for liability resulting from the sole negligence, unlawful acts or the willful misconduct of the DISTRICT;

- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of SERVICE PROVIDER or any person, firm or corporation employed by SERVICE PROVIDER, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with work or Services covered by this AGREEMENT or the RFP Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole negligence, unlawful acts or the willful misconduct of the DISTRICT.
- c. Any dispute between SERVICE PROVIDER and SERVICE PROVIDER'S subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the SERVICE PROVIDER (or any person hired or employed directly or indirectly by the SERVICE PROVIDER) to pay any subcontractor of any tier or any other person employed in connection with the work or Services and/or filing of any stop notice or mechanic's lien claims.

SERVICE PROVIDER, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Board of Trustees, officers, agents or employees, on account of or founded upon any cause, damage, or injury identified in this Section and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. The SERVICE PROVIDER shall comply with all insurance requirements set forth in the RFP under Information for SERVICE PROVIDERS, Sections 3.13 & 3.14.
- 9. The SERVICE PROVIDER shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including workers' compensation.
- 10. This AGREEMENT may not be assigned without the written consent of the DISTRICT.
- 11. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of SERVICE PROVIDER. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including replacement Service Provider costs shall be deducted from payments owed to the SERVICE PROVIDER.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with the Paragraph below, and SERVICE PROVIDER shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by SERVICE PROVIDER.

This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the SERVICE PROVIDER. In the event of a termination without cause or for convenience, the DISTRICT shall pay to the SERVICE PROVIDER for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence up until the date of the notice of termination for convenience plus any sums due the SERVICE

PROVIDER for approved extra services. In addition, SERVICE PROVIDER will be paid for reasonable termination for convenience costs through the payment of 50% of the average of SERVICE PROVIDER's approved monthly compensation for the three full months prior to the date of the notice of termination for convenience. This payment is agreed to compensate the SERVICE PROVIDER for the unpaid profit SERVICE PROVIDER would have made under this AGREEMENT on the date of termination and is consideration for entry into this termination for convenience clause. In the event the DISTRICT terminates the AGREEMENT for convenience, the DISTRICT and SERVICE PROVIDER mutually agree to negotiate in good faith a reasonable payment to the SERVICE PROVIDER for the reasonable costs of acquiring and providing containers.

12. After a reasonable time after SERVICE PROVIDER commences services under this AGREEMENT, the DISTRICT and SERVICE PROVIDER shall review and evaluate whether locations are not generating the volume of waste as originally anticipated by the parties or as set forth in the RFP. Adjustments based on actual usage are referred to as "right-sizing". The DISTRICT and SERVICE PROVIDER mutually agree to "right-size" the service levels based on actual volumes and material types at each of the locations identified in the AGREEMENT. Any adjustments based on right-sizing shall be approved in writing by the parties.

IN WITNESS WHEREOF, said parties have executed this AGREEMENT as of the date and year first above written.

ENTERED INTO THIS AGREEMENT:

FOR THE SERVICE PROVIDER:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
Santa Ana, California

By: _____
Signature

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

Printed Name

Date

Printed Title

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: May 16, 2016
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical program were developed:

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2015/2016</u>			
1.	Child Development Training Consortium (SAC/SCC) - <i>Augmentation</i> 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>	04/15/2016	\$8,737.50
2.	Governor's Office of Business & Economic Development (GO-Biz) Capital Infusion Program (CIP) Grant (District) – <i>Augmentation</i> Sub-award 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. Funding to assist small businesses and entrepreneurs obtain access to capital and to provide funding for one-on-one business consulting services. (15/16). <i>The match required is 1:1 at \$10,000 that consists of SBDC's SBA/CSUF federally funded business experts at \$6,000 and other program costs at \$4,000.</i>	04/28/2016	\$10,000
3.	Kaleidoscope Project II (SAC) – <i>Augmentation</i> Grant award from the Cerritos College Foundation to Santa Ana College to create new OER-based courses and improve the quality of existing courses to facilitate course enhancement, and increasing the number of students impacted by Kaleidoscope within the college. (15/16, 16/17). <i>No match required.</i>	04/27/2016	\$12,000
<u>Fiscal Year 2016/2017</u>			
4.	Song-Brown Health Care Workforce Training Program – Registered Nurse Education: Capitation (SAC) Grant award from the Office of Statewide Health Planning and Development to the Santa Ana College Nursing Program to provide a registered nurse education program to eight (8) full-time Associate Degree in Nursing students during a two-		\$160,000

Fiscal Impact: \$315,737.50	Board Date: May 16, 2016
Item Prepared by: Maria N. Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
year funding cycle. The SAC Nursing Program is to be paid a capitated rate of \$10,000 per student per contract year. (16/17, 17/18). <i>No match is required.</i>		
5. Song-Brown Health Care Workforce Training Program – Registered Nurse Education: Special Program (SAC) Grant award from the Office of Statewide Health Planning and Development to the Santa Ana College Nursing Program to support grant funded staff that include a student services coordinator and clinical teaching assistants that will assist first semester nursing students. The coordinator will provide support to students through a case management model to identify student needs, evaluate student efforts, and coordinate strategies to improve student success. The clinical teaching assistants will reduce attrition by working with students in both the clinical setting and simulation lab. (16/17, 17/18). <i>No match is required.</i>	04/22/2016	\$125,000

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: \$315,737.50	Board Date: May 16, 2016
Item Prepared by: Maria N. Gil, Resource Development Coordinator	
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
 CONTRACT INCOME:
Instructional Services \$13,750.00
Coordinator Stipend \$4,950.00
Total: \$18,700.00
Augmentation (Amend1) \$8,737.50
Revised Total: \$27,437.50

PROJ. ADM. Bart Hoffman/Von Lawson
 PROJ. DIR. Michelle Hardy
 Revised Date: 05/04/2016
 Prime Award #: N/A
 Sub-Award Agreement #: 15-16-2885
 CFDA #: 93.575

Prime Sponsor: Department of Health & Human Services Administration for Children and Families
 Fiscal Agent: Yosemite Community College District/Child Development Training Consortium

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
Dept 15717 - Human Development (Santa Ana College)							
12_1241_000000_10000_8199	Other Federal Revenues : Santa Ana College		17,790		26,528		8,738
12_1241_130500_15717_4210	Books, Mags & Subscrip-Non-Lib : Human Develo	400		912		512	
12_1241_130500_15717_4310	Instructional Supplies : Human Development	750		1,742		992	
12_1241_619000_15717_1453	Beyond Contract - Coordinators : Human Develo Michelle Hardy, CDTC Coordinator stipend (SAC/SCC)	4,281		4,281		0	
12_1241_619000_15717_1480	Part-Time Reassigned Time : Human Development Keo Salinas, Reassigned Time, \$28.40/hr. Trudy Naman, Reassigned Time, \$32.87/hr.	1,903		5,924		4,021	
12_1241_619000_15717_3115	STRS - Non-Instructional : Human Development	663		622			41
12_1241_619000_15717_3325	Medicare - Non-Instructional : Human Developm	90		148		58	
12_1241_619000_15717_3335	PARS - Non-Instructional : Human Development	0		57		57	
12_1241_619000_15717_3435	H & W - Retiree Fund Non-Inst : Human Develop	62		102		40	
12_1241_619000_15717_3515	SUI - Non-Instructional : Human Development	3		5		2	
12_1241_619000_15717_3615	WCI - Non-Instructional : Human Development	148		245		97	
12_1241_619000_15717_5100	Contracted Services : Human Development	2,400		2,400		0	
12_1241_732000_15717_7610	Books Paid for Students : Human Development	2,300		2,300		0	
12_1241_732000_15717_7640	Tuition Paid for Students : Human Development	4,790		7,790		3,000	
	Sub-Total (SAC)	17,790	17,790	26,528	26,528	8,779	8,779
Dept 25230 - Human Development (Santiago Canyon College)							
12_1241_000000_20000_8199	Other Federal Revenues : Santiago Canyon Coll		910		910		0
12_1241_732000_25230_7610	Books Paid for Students : Human Development	250		250		0	
12_1241_732000_25230_7640	Tuition Paid for Students : Human Development	660		660		0	
	Sub-Total (SCC)	910	910	910	910	0	0
	Total - 1241 Child Dvlp Training Consortium (SAC/SCC)	18,700	18,700	27,438	27,438	8,779	8,779

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET #2216

NAME: Governor's Office of Business & Economic Development (GO-Biz) Capital Infusion Program (CIP) Grant - Orange County SBDC (District)
FISCAL YEAR 2015/2016

Contract Period: 07/01/2015 - 6/30/2016

Contract Amount: \$45,000

Augmentation (Amend 1): \$10,000

Revised Amount: \$55,000

Prime Sponsor: State of California - Office of Small Business Advocate (OSBA)

Fiscal Agent: CSU Fullerton Auxiliary Services Corporation

PROJ ADM: Enrique Perez

PROJ DIR: Leila Mozaffari

Revised Date: 5/2/2016

Prime Award #: SB2015SBDC-L4

Sub-Award #: S-6120-RSCCD

CFDA #: N/A

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2216-000000-50000-8659	Other Reimb Categorical Allow : District Operations		45,000		55,000		10,000
12-2216-684000-53410-2320	Classified Employees - Hourly : Small Business Dev Business Experts @ \$45/hr. x 995 hrs.	36,601		44,775		8,174	
12-2216-684000-53410-3215	PERS - Non-Instructional : Small Business Dev Ctr O	4,337		5,264		927	
12-2216-684000-53410-3315	OASDHI - Non-Instructional : Small Business Dev Ctr	2,269		2,752		483	
12-2216-684000-53410-3325	Medicare - Non-Instructional : Small Business Dev C	531		649		118	
12-2216-684000-53410-3335	PARS - Non-Instructional : Small Business Dev C	0		15		15	
12-2216-684000-53410-3435	H & W - Retiree Fund Non-Inst : Small Business Dev	366		448		82	
12-2216-684000-53410-3515	SUI - Non-Instructional : Small Business Dev Ctr Of	18		22		4	
12-2216-684000-53410-3615	WCI - Non-Instructional : Small Business Dev Ctr Of	878		1,075		197	
	Total 2216 - GO-Biz CIP Grant (SBDC)	45,000	45,000	55,000	55,000	10,000	10,000

The match required is 1:1 at \$55,000 that consists of SBDC's SBA/CSUF federally funded project staff at \$33,000 and other program costs at \$22,000.

12-1319-684000-53410-2320	Classified Employees - Hourly : Small Business Dev Business Experts @ \$45/hr. x 596 hrs.	26,840
12-1319-684000-53410-3xxx	Benefit rate at 22.947%	6,160
12-1319-684000-53410-5xxx	Program Marketing: advertising, marketing, publication and community outreach	5,500
	Client Trainings - workshops for small business clients	11,000
	Administration - cost of training business counselors	5,500
	Total Match (12-1319) SBA/CSUF SBDC	55,000

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET #3493
NAME: Kaleidoscope Project II - Santa Ana College
FISCAL YEAR: 2015/2016 and 2016/2017

CONTRACT TERM: 10/12/2012 - 6/30/2017

CONTRACT AWARD:

FY 15/16 Carryover \$6,146
 FY 15/16 Augmentation \$12,000
 FY 15/16 Revised Budget \$18,146

PROJECT ADMINISTRATOR: Carlos Lopez

PROJECT DIRECTOR: Cherylee Kushida

REVISED DATE: 5/4/2016

PRIME SPONSOR: Cerritos College Foundation

FISCAL AGENT: Rancho Santiago CCD

SUB-AWARD #: Memorandum of Understanding (4/27/16)

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_3493_000000_10000_8891	Other Local Rev - Special Proj : Santa Ana Co		6,146		18,146		12,000
12_3493_499900_15054_4310	Instructional Supplies : Distance Education	0		7,000		7,000	
12_3493_675000_15054_1483	Beyond Contr - Reassigned Time : Distance Edu	3,345		3,600		255	
12_3493_675000_15054_3115	STRS - Non-Instructional : Distance Education	570		386			184
12_3493_675000_15054_3325	Medicare - Non-Instructional : Distance Educa	77		52			25
12_3493_675000_15054_3435	H & W - Retiree Fund Non-Inst : Distance Educ	53		36			17
12_3493_675000_15054_3515	SUI - Non-Instructional : Distance Education	3		2			1
12_3493_675000_15054_3615	WCI - Non-Instructional : Distance Education	128		86			42
12_3493_675000_15054_4710	Food and Food Service Supplies : Distance Edu	250		250		0	
12_3493_675000_15054_5210	Conference Expenses : Distance Education	1,720		6,734		5,014	
	Total 3493 - Kaleidoscope II (SAC)	6,146	6,146	18,146	18,146	12,269	12,269

5.1 (5)

SPECIAL PROJECT DETAILED BUDGET #2547

NAME: Song-Brown Health Care Workforce Training Program - Registered Nurse Education
 Capitation Grant (Santa Ana College)
 FISCAL YEAR: 2016/2017 and 2017/2018

CONTRACT PERIOD: 07/01/2016 - 08/15/2018

PROJ ADM.: Cheryl Carrera

CONTRACT INCOME: \$160,000

PROJ. DIR.: Becky Miller

PRIME SPONSOR: State of California, Health and Human Services Agency

Date: 05/03/2016

FISCAL AGENT: Office of Statewide Health Planning & Development

PRIME AWARD No.: n/a

SUB-AWARD No.: 16-7367

CFDA No.: n/a

GL Account String	Description	Year 1	Year 2	New Budget	
				Debit	Credit
12-2547-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College				160,000
12-2547-123010-16640-1310	Part-Time Instructors : Nursing <u>(Yr. 1) \$62.60/hr.</u> - (Fall, 13.55 LHE x 80%), (Spring, 13.55 LHE x 80%) <u>(Yr. 2) \$62.60/hr.</u> - (Fall, 13.21 LHE x 80%), (Spring, 13.20 LHE x 80%)	24,429	23,807	48,236	
12-2547-123010-16640-3111	STRS - Instructional : Nursing	3,076	2,997	6,073	
12-2547-123010-16640-3321	Medicare - Instructional : Nursing	354	345	699	
12-2547-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	244	238	482	
12-2547-123010-16640-3511	SUI - Instructional : Nursing	12	12	24	
12-2547-123010-16640-3611	WCI - Instructional : Nursing	586	572	1,158	
12-2547-649000-16640-2130	Classified Employees : Nursing <u>Elva Negrete, Student Services Coordinator @ 42.5%</u>	32,952	33,104	66,056	
12-2547-649000-16640-3215	PERS - Non-Instructional : Nursing	4,300	4,320	8,620	
12-2547-649000-16640-3315	OASDHI - Non-Instructional : Nursing	2,083	2,092	4,175	
12-2547-649000-16640-3325	Medicare - Non-Instructional : Nursing	487	489	976	
12-2547-649000-16640-3415	H & W - Non-Instructional : Nursing	9,681	10,222	19,903	
12-2547-649000-16640-3435	H & W - Retiree Fund Non-Inst : Nursing	336	337	673	
12-2547-649000-16640-3515	SUI - Non-Instructional : Nursing	17	17	34	
12-2547-649000-16640-3615	WCI - Non-Instructional : Nursing	806	810	1,616	
12-2547-649000-16640-3915	Other Benefits - Non-Instruct : Nursing	637	638	1,275	
	Total 2547 - Song-Brown Capitation (SAC)	80,000	80,000	160,000	160,000

SPECIAL PROJECT DETAILED BUDGET # 2546

NAME: Song-Brown Health Care Workforce Training Program - Registered Nurse Education

Special Program (Santa Ana College)

FISCAL YEAR: 2016/2017 and 2017/2018

CONTRACT PERIOD: 07/01/2016 - 08/15/2018

PROJ ADM.: Cheryl Carrera

CONTRACT INCOME: \$125,000

PROJ. DIR.: Becky Miller

PRIME SPONSOR: State of California, Health and Human Services Agency

Date: 05/03/2016

FISCAL AGENT: Office of Statewide Health Planning & Development

PRIME AWARD No.: n/a

SUB-AWARD No.: 16-7357

CFDA No.: n/a

GL Account String	Description	Year 1	Year 2	New Budget	
				Debit	Credit
12-2546-000000-10000-8659	Other Reimb Categorical Allow : SAC				125,000
12-2546-679000-10000-5865	Indirect Costs : Santa Ana College (8%)	4,605	4,655	9,260	
12-2546-123010-16640-2440	Instructional Assciates : Nursing Clinical Teaching Assistants (Yr. 1) - \$35/hr x 139 hrs x 10 CTAs Clinical Teaching Assistants (Yr. 2) - \$35/hr x 140 hrs x 10 CTAs	48,650	49,000	97,650	
12-2546-123010-16640-3321	Medicare - Instructional : Nursing	705	711	1,416	
12-2546-123010-16640-3331	PARS - Instructional : Nursing	632	637	1,269	
12-2546-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	486	490	976	
12-2546-123010-16640-3511	SUI - Instructional : Nursing	24	25	49	
12-2546-123010-16640-3611	WCI - Instructional : Nursing	1,168	1,176	2,344	
12-2546-649000-16640-2130	Classified Employees : Nursing Elva Negrete, Student Services Coordinator (5%)	3,856	3,934	7,790	
12-2546-649000-16640-3215	PERS - Non-Instructional : Nursing	457	466	923	
12-2546-649000-16640-3315	OASDHI - Non-Instructional : Nursing	243	248	491	
12-2546-649000-16640-3325	Medicare - Non-Instructional : Nursing	57	58	115	
12-2546-649000-16640-3415	H & W - Non-Instructional : Nursing	1,077	1,232	2,309	
12-2546-649000-16640-3435	H & W - Retiree Fund Non-Inst : Nursing	39	40	79	
12-2546-649000-16640-3515	SUI - Non-Instructional : Nursing	2	2	4	
12-2546-649000-16640-3615	WCI - Non-Instructional : Nursing	94	96	190	
12-2546-649000-16640-3915	Other Benefits - Non-Instruct : Nursing	67	68	135	
	Total 2546 - Song-Brown Special Program (SAC)	62,162	62,838	125,000	125,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: May 16, 2016
Re:	Approval of Sub-Agreement between RSCCD and Coast Community College District/Coastline Community College for the Deputy Sector Navigator ICT/Digital Media Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Deputy Sector Navigator - Information Communications Technology (ICT)/Digital Media grant #15-158-006 by the California Community Colleges Chancellor's Office – Workforce & Economic Development Division. The purpose of the ICT/DM grant is to focus its efforts to helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

ANALYSIS

The DSN ICT has identified partners that will provide Information and Communications Technology/Digital Media grant (ICT/DM) services within the Orange County region. Through this sub-award Coastline will coordinate Cyber Patriot competitions for Orange County high school districts, to support student teams through training, mentors, mock competitions, and competition enrollment assistance.

DO-16-2345-05 - Coast Community College District/Coastline Community College (\$12,000)

The project administrator is Enrique Perez and the project director is Gustavo Chamorro.

RECOMMENDATION

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

Fiscal Impact: \$12,000	Board Date: May 16, 2016
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Coast Community College District/Coastline Community College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Coast Community College District/Coastline Community College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Information and Communications Technology/ Digital Media” grant, (hereinafter “**Grant**”), #15-158-006, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to disseminate funds to community colleges for them to implement the “Information and Communications Technology/ Digital Media” (hereinafter “**Program**”), to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

Provide Information and Communications Technology/ Digital Media grant (ICT/DM) services within **Orange County Region** (refer to **Exhibit A**). The purpose of the ICT/DM grant is to focus its efforts on helping to close the state’s skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

2. Period of Performance

The period of performance for this Agreement shall be from May 16th 2016 through December 31st 2016.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$12,000.

4. Payment

50% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Digital Media Center
ATTN: Maria Lepe (Administrative Clerk)
1300 S. Bristol Street Santa Ana, CA 92704
Lepe_Maria@rsccd.edu

5. Reporting
SUBCONTRACTOR is responsible for completion and submission of all activity report related to the Information and Communications Technology/ Digital Media Grant to **Maria Lepe** at **lepe_maria@rsccd.edu**
6. Expenditure of Grant Funds.
SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.
7. Independent Contractor
SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.
8. Subcontract Assignment
None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.
9. Record Keeping
SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.
10. Audit
SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such

records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

11. Mutual Indemnification

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

12. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

13. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Digital Media Center
Gustavo Chamorro
Deputy Sector Navigator/Project Director
1300 S. Bristol Street
Santa Ana, CA 92704
(714) 241-5810
chamorro_gustavo@rsccd.edu

Coast Community College District/Coastline Community College (Subcontractor)
Project Manager: Nancy Jones
Garden Grove Center
12901 Euclid Street
Garden Grove, CA 92840
714.241.6209x17301 /njones@coastline.edu

ARTICLE II

1. Legal Terms and Conditions

Both parties, **RSCCD** and **SUBCONTRACTOR** will implement the project in accordance to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/2015 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the **Grant**. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

*Coast Community College District
Coastline Community College*

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Gene Farrell

Title: Business Operations/Fiscal Services

Title: Interim Chancellor

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 16, 2016

Cyber Patriot Conceptual Project Definition (Scope of Work):

Coastline Community College agrees to coordinate the Cyber Patriot competition team project. This proposed project has four major elements: 1. Outreach to all high school districts in Orange County, 2. Coach training for high school coaches, 3. Help with the Cyber Patriot Team enrollment costs, 4. Hosting of Cyber Security competitions, 5. Host Cyber Security training sessions and mock competitions, 6. Provide team mentors for high school teams, and 7. Provide leadership for community college Cyber Patriot programs. The outreach to the high school districts for this grant will begin in June or when the grant is approved with meetings with the high school districts high schools in Orange County. The Coaches training will help the high school faculty to be comfortable with the use of the Netlabs environment and Cyber Patriot game playing. The third element deals with coordinating registration and the payment of team registration fees for the Cyber Patriot competition teams. The fourth element provides a competition environment for the teams. The fifth element is to develop and deliver Cyber Security training sessions and mock competitions. The sixth element provides mentors to high school teams to develop strategies and routines for competition events. The seventh element is to provide guidance and help to Irvine Valley College and Cypress start up their Cyber Patriot programs.

Tentative Budget:

1483 Account – Tobi West and Irvin Lemus salary (\$6,000)
2131 Account – Grant Fiscal and Administrative Support (\$480)
3000 Series – Tobi West and Irvin Lemus benefits (\$836)
4312 Account – Food, supplies, etc. (\$434)
5112 Account – Independent Contractor Mentors (\$1,500)
5877 Account – Air Force Association – Registration Fees (\$2,750)

Total Allocation: \$12,000.00

Tentative Timeline:

June – September Contact with local high school district administrators
September Cyber Patriot Coaches Clinic
October – December Cyber Patriot Competitions

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: May 16, 2016
Re: Approval of Sub-Agreement between RSCCD and Orange Unified School District 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 (GTL) Deputy Sector Navigator grant (#15-157-008) from the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development. Funds will be used to support projects and promote partnerships that will build on existing 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 sector to align with the state Chancellor's Office *Doing What Matters* initiative.

ANALYSIS

Rancho Santiago Community College District will be collaborating with the Orange Unified School District to support the implementation of the "*Developing Online CTE Curriculum for the International Business Pathway: Global Trade & Logistics*" project by developing a virtual CTE pathway of online courses integrating GTL content aligned to labor market needs and dual enrollment opportunities accessible to 440 high school students. The performance period of the sub-agreement (#DO-16-2343-02) is June 13, 2016 through September 2, 2016, and the sub-award amount shall not exceed \$14,157.07.

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: \$14,157.07 (grant-funded)	Board Date: May 16, 2016
Prepared by: Maria N. Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ORANGE UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 16th day of May 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Orange Unified School District (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 #15-157-008 (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 at local community colleges and promote partnerships that will build on existing 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 sector;

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 implement the “*Developing Online CTE Curriculum for the International Business Pathway: Global Trade & Logistics*” project and 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 June 13, 2016 through September 2, 2016.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$14,157.07 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 that 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 due by **September 30, 2016**, and the Deputy Sector Navigator's certification of the final report. Invoices should be submitted to the following address:

Rancho Santiago Community College District
Center for International Trade Development (CITD)
ATTN: Lynn Stewart, Global Trade and Logistics Deputy Sector Navigator
2323 North Broadway, Suite 328
Santa Ana, CA 92706

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide enrollment and completion data for the courses developed through the proposed project, upon request, for the duration of the Grant. SUBCONTRACTOR will provide reports related to this Agreement to the Deputy Sector Navigator via email at Stewart_Lynn@rsccd.edu, addressing the Leading Indicators and Student Momentum Points as 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 5. Curriculum articulation along a career or multi-career educational pathway.

Data elements on student momentum points:

- MP 4. Completed one course in high school within a CTE pathway
- MP 5. Completed two or more courses in high school within a CTE pathway
- MP 6. Completed a CTE articulated course
- MP 6A. Successfully completed a CTE dual enrollment course or credit by exam, with receipt of transcribed credits
- MP 7. Completed a program in high school within a CTE pathway

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 **September 2, 2016**.

11. Independent Contractor

SUBCONTRACTOR agrees that the services 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 approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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 subcontract related to the performance of this Agreement.

15. Non-Discrimination Clause

a. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. SUBCONTRACTOR shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

b. SUBCONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

c. SUBCONTRACTOR shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the PRIME SPONSOR (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if SUBCONTRACTOR is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the SUBCONTRACTOR and references to the "district governing board" shall be deemed to refer to the management or governing body of the SUBCONTRACTOR.

d. SUBCONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. Accessibility for Persons with Disabilities

By signing this Agreement, SUBCONTRACTOR assures RSCCD that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

17. Drug-Free Workplace Certification

By signing this Agreement, SUBCONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the SUBCONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace.

18. 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.

19. Workers' Compensation Insurance

SUBCONTRACTOR hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish satisfactory evidence thereof at any time RSCCD may request.

20. 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.

21. 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.

22. 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

Rancho Santiago Community College District
Center for International Trade Development (CITD)
Lynn Stewart, Global Trade & Logistics Deputy Sector Navigator
2323 N. Broadway, Suite 328
Santa Ana, CA 92706
(714) 564-5419; stewart_lynn@rsccd.edu

SUBCONTRACTOR: Orange Unified School District
1401 North Handy Street
Orange, CA 92867

Kathy Boyd
Coordinator, CTE/STEM/Pathways
250 S. Yorba Street
Orange, CA 92869
Phone: (714) 628-5330
Email: kboyd@orangeusd.org

Susan Cooper
Teacher, CTE
Email: scooper@orangeusd.org

23. 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.

24. 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 Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/15 and Article II, Rev. 05/14), 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. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

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 Unified
School District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Claudio (Joe) Sorraera
Assistant Superintendent/CBO

Title: Business Operations/Fiscal Services

Title: Business Services

Date: _____

Date: _____

95-6004968
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 16, 2016

GLOBAL TRADE & LOGISTICS
DSN MINI-GRANT PROPOSAL

Orange Unified School District
Developing Online Career Technical Education Curriculum
for the International Business Pathway

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Primary Contacts

Narrative Addressing Project Objectives

Schedule Timeline of Work and Expected Outcomes (Exhibit A - Workplan)

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GLOBAL TRADE & LOGISTICS
DSN MINI-GRANT PROPOSAL

Orange Unified School District
Developing Online Career Technical Education Curriculum
for the International Business Pathway

ABSTRACT

The main outcomes of this project will be (a) Online Curriculum for the Principles of Business Class, (b) Online Curriculum for the International Business Class, (c) Online Curriculum for Global Marketing, and (d) Business Economics and Finance for approximately 440 high school students of the Orange Unified School District.

The project will include a course outline, pacing guide and full curriculum utilizing the LMS, Haiku. The curriculum will include videos, editorials, PowerPoints, graphics and exams. Since the curriculum is online, there will be access to applications to connect students to the teacher as well as each other.

Students will enroll in year-long classes at each of their four comprehensive high schools, one continuation high school and Alternative Education which includes home schooling. Each week will be highlighted with a video lesson as well as other videos produced by the teacher. Students will also have the opportunity to participate and engage in a virtual live classroom through the use of Collaborate, conferencing software.

GLOBAL TRADE & LOGISTICS
DSN MINI-GRANT PROPOSAL

Orange Unified School District
Developing Online Career Technical Education Curriculum
for the International Business Pathway

PRIMARY CONTACTS

Kathy Boyd
Coordinator
CTE/STEM/Pathways
Orange Unified School District
Email: kboyd@orangeusd.org

Susan Cooper
Teacher
CTE
Orange Unified School District
Email: scooper@orangeusd.org

Pam Quiros
Coordinator
21st Century Virtual Teaching and Learning
Email: pquiros@orangeusd.org

**GLOBAL TRADE & LOGISTICS
DSN MINI-GRANT PROPOSAL**

**Orange Unified School District
Developing Online Career Technical Education Curriculum
for the International Business Pathway**

NARRATIVE ADDRESSING PROJECT OBJECTIVES

In order to offer the Career Technical Education (CTE) International Business Pathway to all high school students enrolled in the Orange Unified School District, the classes in that pathway would best facilitate those students through an online Learning Management System (LMS). This will not only expand the offerings of online classes to students, but it will allow students at all four comprehensive high schools, one continuation high school and students enrolled in the Alternative Education programs to have access to the entire International Business Pathway.

The International Business Pathway includes the following classes with their order of enrollment within the pathway:

Principles of Business – Level 1 – Introduction Class

International Business – Level 2 – Concentrator Class

Global Marketing – Level 2 – Concentrator Class

Internet Web Design – Level 2 – Concentrator Class

Business Economics and Finance – Level 3 – Capstone Class

To date, Internet Web Design has been developed and functioning as a year-long online class for the past six years. International Business and Global Marketing have been developed as semester-long online classes. Because semester-long classes do not provide enough time for a robust investigation of the subject matter, as well as not integrating well with all other year-long course offerings for high school students, these classes need to be expanded to year-long classes. Principles of Business has been only offered as a face-to-face class if and when there is enough interest to generate a full classroom of students. This class needs to be available online to expand its ability to be offered to all students at each campus, collectively increasing the enrollment to a full class. Finally, Business Economics and Finance is also only offered as a face-to-face class, again if and when there is enough interest at each individual campus. By offering

this class online, the cumulative enrollment of students from each of the campus sources would amount to a full class and ensure its availability annually.

When this project is complete, it will yield the first of its kind at Orange Unified School District, a complete virtual CTE pathway, the International Business Pathway. The objectives for this project are:

Objective 1. International Business expanded from a semester-long online class to a full year-long online class.

Objective 2. Global Marketing expanded from a semester-long class to a full year-long online class.

Objective 3. Principles of Business developed as a year-long online class.

Objective 4. Business Economics and Finance developed as a year-long online class.

Objective 5. These online classes will be available for enrollment for the 2016-2017 school year.

In addition to educating and engaging students in the area of Global Trade and Logistics, two classes (a and b) will articulate with Rancho Santiago Community College District, Santa Ana College. Through a dual enrollment opportunity, students completing these classes with a grade of C or better will be credited with completing two classes towards an International Business certificate or degree, a) Business 106 Culture and b) International Business and Business 125 Introduction to International Business. Not only does this offer an opportunity for high school students to participate in college classes, students can enroll at no cost while earning college credit. Students can also experience college level academics and be a little closer to securing an International Business certificate or degree.

This project will serve approximately 440 Orange Unified School District students in grades 9 through 12. This is expected to increase with expanded access through online learning. The following is a breakdown of current enrollments:

Career Focus Business 53

Principles of Business 155

International Business/Global Marketing (Online) 32

Internet Web Design (Online) 20

Business Economics & Finance 56

Professional Internship 120

GLOBAL TRADE & LOGISTICS
 Orange Unified School District
 Developing Online Career Technical Education Curriculum
 for the International Business Pathway

WORKPLAN

District: Orange Unified School District

Mini-Grant Request for Applications (RFA)

Project Performance Period: 6/13/2016 to 9/2/2016

Name of Project: Developing Online CTE Curriculum for the International Business Pathway

Common Metrics (i.e. LI and/or MP): LI5, MP4, MP5, MP6, MP6A, MP7

Objective 1: Description of objective. Online International Business expanded from a semester-long online class to a full year-long online class.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
<ol style="list-style-type: none"> 1. Read through the existing Course Outline. Edit the existing Pacing Guide for Online International Business to include extending the units to a full year course. 2. Create the curriculum for the additional semester aligning with the edited Pacing Guide. Add graphics, videos and Internet resources to enhance student engagement including assignments utilizing Haiku as the LMS. 	Completed Pacing Guide for Online International Business	July 2016	Susan Cooper
	Completed curriculum for Online International Business	July 2016	Susan Cooper

GLOBAL TRADE & LOGISTICS
 Orange Unified School District
 Developing Online Career Technical Education Curriculum
 for the International Business Pathway

WORKPLAN

District: Orange Unified School District

Mini-Grant Request for Applications (RFA)

Project Performance Period: 6/13/2016 to 9/2/2016

Name of Project: Developing Online CTE Curriculum for the International Business Pathway

Common Metrics (i.e. LI and/or MP): LI5, MP4, MP5, MP6, MP6A, MP7

Objective 2: Description of objective.			
Online Global Marketing expanded from a semester-long class to a full year-long online class.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
1. Read through the existing Course Outline. Edit the existing Pacing Guide for Online Global Marketing to include extending the units to a full year course.	Completed Pacing Guide for Online Global Marketing	July 2016	Susan Cooper
2. Create the curriculum for the additional semester aligning with the edited Pacing Guide. Add graphics, videos and Internet resources to enhance student engagement including assignments utilizing Haiku as the LMS.	Completed curriculum for Online Global Marketing	July 2016	Susan Cooper

GLOBAL TRADE & LOGISTICS
 Orange Unified School District
 Developing Online Career Technical Education Curriculum
 for the International Business Pathway

WORKPLAN

District: Orange Unified School District

Mini-Grant Request for Applications (RFA)

Project Performance Period: 6/13/2016 to 9/2/2016

Name of Project: Developing Online CTE Curriculum for the International Business Pathway

Common Metrics (i.e. LI and/or MP): LI5, MP4, MP5, MP6, MP6A, MP7

Objective 3: Description of objective. Online Principles of Business developed as a year-long online class.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
1. Read through the existing Course Outline and Pacing Guide for Principles of Business and edit the Pacing Guide to adjust to online delivery.	Edited Pacing Guide for Online Principles of Business	August 2016	Susan Cooper
2. Create the curriculum for the full year aligning with the Pacing Guide. Add graphics, videos and Internet resources to enhance student engagement including assignments utilizing Haiku as the LMS.	Completed curriculum for Online Principles of Business	August 2016	Susan Cooper

GLOBAL TRADE & LOGISTICS
 Orange Unified School District
 Developing Online Career Technical Education Curriculum
 for the International Business Pathway

WORKPLAN

District: Orange Unified School District

Mini-Grant Request for Applications (RFA)

Project Performance Period: 6/13/2016 to 9/2/2016

Name of Project: Developing Online CTE Curriculum for the International Business Pathway

Common Metrics (i.e. LI and/or MP): LI5, MP4, MP5, MP6, MP6A, MP7

Objective 4: Description of objective. Online Business Economics and Finance developed as a year-long online class.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
1. Read through the existing Course Outline and Pacing Guide for Online Business Economics and Finance and edit the Pacing Guide to adjust to Online delivery.	Edited Pacing Guide for Online Business Economics and Finance	August 2016	Susan Cooper
2. Create the curriculum for the full year aligning with the Pacing Guide. Add graphics, videos and Internet resources to enhance student engagement including assignments utilizing Haiku as the LMS.	Completed curriculum for Online Business Economics and Finance	August 2016	Susan Cooper

GLOBAL TRADE & LOGISTICS
 Orange Unified School District
 Developing Online Career Technical Education Curriculum
 for the International Business Pathway

WORKPLAN

District: Orange Unified School District

Mini-Grant Request for Applications (RFA)

Project Performance Period: 6/13/2016 to 9/2/2016

Name of Project: Developing Online CTE Curriculum for the International Business Pathway

Common Metrics (i.e. LI and/or MP): LI5, MP4, MP5, MP6, MP6A, MP7

<p>Objective 5: Description of objective. Online classes will be available for enrollment for the 2016-2017 school year.</p>			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
<p>1. Publish the online classes developed in Objectives 1 – 4, so as to allow students to view the curriculum.</p>	<p>Online classes available for students to view</p>	<p>August 2016</p>	<p>Susan Cooper</p>

GLOBAL TRADE & LOGISTICS
 Orange Unified School District
 Developing Online Career Technical Education Curriculum
 for the International Business Pathway

PROJECT BUDGET

Hours needed for course development in Haiku:

Per semester (18 weeks)

1 semester Online International Business	18 weeks of curriculum
1 semester Online Global Marketing	18 weeks of curriculum
2 semesters Online Principles of Business	36 weeks of curriculum
2 semesters Online Business Economics and Finance	36 weeks of curriculum

Total weeks of curriculum needed for all classes = 108 weeks

3 hours per weekly curriculum development = 324 total hours of curriculum development

324 total hours x \$35.46/hour = \$11,489.04

324hrs @ 35.46/hours	\$11,489.04
Payroll Taxes	<u>\$ 2,157.64</u>
Total	\$13,646.68
Indirect @ 3.74%	<u>\$ 510.39</u>
Grand Total	\$14,157.07

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: May 16, 2016
Re: Approval of Sub-Agreement between RSCCD and South Orange County Community College District/Irvine Valley 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 (#15-159-006) 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 and promote partnerships that will build on existing 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 Small Business industry sector 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 Irvine Valley College to implement a "*Summer Entrepreneurship Workshop*" project for high school students. Students will participate in a workshop on topics that include business planning and finance, start-ups, and ventures that will include industry guest speakers and a field trip to a local entrepreneur innovation center. This project will help build pathways in small business/entrepreneurship programs from high schools to community college. The performance period of the sub-agreement (#DO-16-2344-01) is May 17, 2016 through July 31, 2016, and the sub-award amount shall not exceed \$11,180.00.

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: \$11,180.00 (grant-funded)	Board Date: May 16, 2016
Prepared by: Maria N. Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 16th day of May 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and South Orange County Community College District on behalf of Irvine Valley 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 #15-159-006 (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 and promote partnerships that will build on existing 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 Small Business industry sector;

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 implement the “*Summer Entrepreneurship Workshop: Small Business*” project and 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 May 17, 2016 through July 31, 2016.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$11,180.00 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 that 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 due by **August 31, 2016**, and the Deputy Sector Navigator's certification of the final report. Invoices should be submitted to the following address:

Rancho Santiago Community College District
Small Business Development Center
ATTN: Elizabeth Arteaga, Small Business Deputy Sector Navigator
2323 North Broadway, Suite 201
Santa Ana, CA 92706

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide enrollment and completion data for the courses developed through the proposed project, upon request, for the duration of the Grant. SUBCONTRACTOR will provide reports related to this Agreement to the Deputy Sector Navigator via email at Arteaga.Elizabeth@rscd.edu, addressing the Leading Indicators and Student Momentum Points as 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 5. Curriculum articulation along a career or multi-career educational pathway.
- LI 7. Integration of small business creation and/or exporting modules into for-credit curriculum in other disciplines

Data elements on student momentum points:

- MP 4. Completed one course in high school within a CTE pathway
- MP 17. Completed a non-CCCCO-approved certificate within a CTE pathway

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 **July 31, 2016**.

11. Independent Contractor

SUBCONTRACTOR agrees that the services 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 approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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 subcontract related to the performance of this Agreement.

15. Non-Discrimination Clause

a. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. SUBCONTRACTOR shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

b. SUBCONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

c. SUBCONTRACTOR shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the PRIME SPONSOR (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if SUBCONTRACTOR is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the SUBCONTRACTOR and references to the "district governing board" shall be deemed to refer to the management or governing body of the SUBCONTRACTOR.

d. SUBCONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. Accessibility for Persons with Disabilities

By signing this Agreement, SUBCONTRACTOR assures RSCCD that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

17. Drug-Free Workplace Certification

By signing this Agreement, SUBCONTRACTOR hereby certifies under penalty of perjury

under the laws of the State of California that the SUBCONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace.

18. 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.

19. Workers' Compensation Insurance

SUBCONTRACTOR hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish satisfactory evidence thereof at any time RSCCD may request.

20. 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.

21. 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.

22. 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

Rancho Santiago Community College District
Small Business Development Center
Elizabeth Arteaga, Small Business Deputy Sector Navigator
2323 North Broadway, Suite 201
Santa Ana, CA 92706
(714) 564-5202; arteaga_elizabeth@rsccd.edu

SUBCONTRACTOR: South Orange County Community College District
Debra L. Fitzsimons, Ed.D., Vice Chancellor of Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Merry Kim, Project Director, Career Technical Education
Advanced Technology & Education Park (ATEP)
(949) 282-2724
15445 Lansdowne Road
Tustin, CA 92782
mkim209@ivc.edu

John Russo, Assistant Professor of Entrepreneurship/Management
Irvine Valley College
(949) 451-5518
jrusso@ivc.edu

23. 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.

24. 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 Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/15 and Article II, Rev. 05/14), 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. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

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
Vice Chancellor

Name: Debra L. Fitzsimons, Ed.D.

Title: Business Operations/Fiscal Services

Title: Vice Chancellor, Business Services

Date: _____

Date: _____

95-2479872

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 16, 2016

2015-2016 Small Business Deputy Sector Navigator Mini Grant Proposal

Thank you for your interest in the 2015-2016 DSN Small Business Mini Grant opportunity. Use this form to propose your project, and provide details using the Project Workplan template, and email to Arteaga_Elizabeth@rsccd.edu.

Statement of Interest

First Name: John

Last Name: Russo

College: Irvine Valley College

Title: Professor of Entrepreneurship

Email: jrusso@ivc.edu

Grant Administrative Contact: Merry Kim, CTE Director, mkim209@ivc.edu

Please describe your project and what you hope to accomplish:

- A. IVC will offer a one week Summer Entrepreneurship Workshop July 11-15 2016 to high school students. This hands- on workshop with activities will teach high school students some of the skills necessary for starting their own business. It will include industry guest speakers and a field trip to a local entrepreneur innovation center. This workshop will help students who want to learn more about business and starting their own ventures and will be open for enrollment by targeted high school age students interested and residing in Orange County. They will also learn valuable communication skills. This workshop will also help build pathways from the high schools to Community College. It will also build enrollments at IVC and the Business Sciences and Entrepreneurship programs.
- B. The deliverables for the program will be a final grant project report, including session outline and curriculum for workshop sessions, pre & post assessment, flyer, marketing materials, list of participating, program survey results from student participants, photos of student activities during the workshop & industry event.
- C. We will share out the curriculum and summer workshop experience with the OC Small Business DSN and other community colleges in the region.

Please list any collaborating colleges or organizations:

SBA, SCORE, Orange County Small Business Development Center, Doing What Matters, UCI Innovation Center, Urban Workshop

What is the timeframe in which you anticipate completing the project?

This project will be completed in Summer 2016; final report and invoice will be submitted by December 2016.

Supplemental Questions

1) Please explain how the following elements will be included in your curriculum development efforts

“Soft” Skills

- Communication Skills – will work in small groups on projects, and will perform a business pitch
- Technology – will use social media and smart technology to create videos and presentations

Marketing

- Market research, pricing, advertising, sales, distribution –In completing a business model canvas for their business pitch they will be addressing all of these facets for the business
- Branding and Niche Marketing
- Online Presence
- Social Media – evaluate different social media alternatives to promote their business

“Survival” Finance/Accounting

- Debt, equity- we will look at the start- up cost for the business and consider different finance options
- Financial Statements, Accounts Receivable and Accounts Payable
- Taxes/Record-Keeping
- Budgeting – we will incorporate planning and preparing a personal budget as well as one for the business

Launching a Business

- Business Planning – creating a marketing plan within the business model canvas for the pitch
- Compliance Issues (licenses, insurance, etc.)
- Legal Issues – we will consider IP protection and the process of getting a patent or trademark
- Management - part of the business model will be the management team and the skills sets that are brought into the business

2) Please explain how your curriculum development efforts will link to academic programs/curriculum from high schools in you service area (articulation agreements, dual enrollment efforts, etc.)

The curriculum for this workshop will mirror much of the curriculum we use for the entrepreneurship and business classes at IVC. Students will get a small sample of what we teach in the college courses and we will be able to promote Business Management/Entrepreneurship programs to students. This will also enhance the partnerships we have already built with the local high schools. We will also market to students who are currently enrolled in or will enroll in the future in high school Business Management/ Entrepreneurship courses that IVC is articulating with high schools. Another potential for the future is dual enrollment initiative – based on student feedback/interest and partner high schools.

Project Workplan

Exhibit A

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 objectives.

<p>Objective: To create, develop, and host a Summer Entrepreneurship Workshop for high school students. Students will learn some of the skills and processes required to start a small business. This workshop will also help to create pathways and dual enrollments for the local high schools.</p> <p>District: SOCCCD/Irvine Valley College Project Performance Period: 5/17/2016 to 7/31/2016 Name of Project: Summer Entrepreneurship Workshop Common Metrics (i.e. LI and/or MP): LI5, LI7, MP4, MP17</p>		
Activities	Timelines	Performance Outcomes
Create marketing material and Promote workshop to local high schools	5/17/16	Have enrollment of 20-30 high school students
Create and develop curriculum and activities for the workshop	6/30/16	Create revised business and entrepreneurship curriculum appropriate for high school students that can be used for future summer workshops
Coordinate guest speakers and field trips	6/17/16	Give students the opportunity to hear from industry experts and see entrepreneurial focused facilities and resources in our community
Workshop- Creating a business plan using the Business Model Canvas	7/15/16	students will understand and create the different components of a business plan
Workshop- Activities and worksheets to understand and create personal and business budgets and finances	7/15/16	Students will learn and better understand the importance of finance and money management
Workshop- Prepare a business pitch from the business developed from the business model canvas	7/15/16	Students will learn how to prepare a persuasive business pitch and effectively communicate it to others.
Workshop- Industry speakers to share expertise in their field of business or entrepreneurship	7/15/16	Students will gain a better understanding of business by hearing from industry experts and how the skills they are learning are applicable to the real world
Workshop- Field trip to a local entrepreneur innovation center	7/15/16	Give students the opportunity to hear from industry experts and see entrepreneurial focused facilities and resources in our community
Final Report, Invoicing and related materials submitted	8/31/16	Final report, invoice, and deliverables submitted to DSN

Project Budget

Exhibit B

2015-2016 DSN Small Business Mini Grant

How much funding do you anticipate will be needed?

Object Codes	Description of Expenditures	Cost
1000	Instructor stipends (2)	5,000
2000	Guest Lecturer stipend/honorarium	500
3000	Benefits	750
4000	Instructional Materials and supplies	1200
5000	Transportation for field trips	1500
	Marketing and promotions	1800
	Sub-Total	\$10,750
	Indirect Costs (4%)	\$430
	Total	\$11,180

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: May 16, 2016
Re: Approval of Sub-Agreement between RSCCD and Orange Unified School District 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 (#15-159-006) 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 and promote partnerships that will build on existing 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 Small Business industry sector to align with the state Chancellor's Office *Doing What Matters* initiative.

ANALYSIS

Rancho Santiago Community College District will be collaborating with the Orange Unified School District to support the implementation of the "*Developing Online CTE Curriculum for the Entrepreneurship Pathway: Small Business*" project by developing a virtual CTE pathway of online courses integrating small business content aligned to labor market needs and dual enrollment opportunities accessible to high school students within that school district. The performance period of the sub-agreement (#DO-16-2344-02) is June 13, 2016 through September 2, 2016, and the sub-award amount shall not exceed \$13,932.68.

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: \$13,932.68 (grant-funded)	Board Date: May 16, 2016
Prepared by: Maria N. Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ORANGE UNIFIED SCHOOL DISTRICT**

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WHEREAS, RSCCD received a grant award entitled, “Small Business Deputy Sector Navigator,” Prime Award #15-159-006 (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 and promote partnerships that will build on existing 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 Small Business industry sector;

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

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2. **Period of Performance**

The period of performance for this Agreement shall be from June 13, 2016 through September 2, 2016.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$13,932.68 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 that 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".

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Rancho Santiago Community College District
Small Business Development Center
ATTN: Elizabeth Arteaga, Small Business Deputy Sector Navigator
2323 North Broadway, Suite 201
Santa Ana, CA 92706

7. Reporting

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Leading indicators of curriculum alignment to labor market needs:

- LI 5. Curriculum articulation along a career or multi-career educational pathway.
- LI 7. Integration of small business creation and/or exporting modules into for-credit curriculum in other disciplines

Data elements on student momentum points:

- MP 4. Completed one course in high school within a CTE pathway
- MP 15. Completed two courses in the same CTE Pathway
- MP 17. Completed a non-CCCCO-approved certificate within a CTE pathway

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 **September 2, 2016**.

11. Independent Contractor

SUBCONTRACTOR agrees that the services 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 approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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 subcontract related to the performance of this Agreement.

15. Non-Discrimination Clause

a. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. SUBCONTRACTOR shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

b. SUBCONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

c. SUBCONTRACTOR shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the PRIME SPONSOR (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if SUBCONTRACTOR is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the SUBCONTRACTOR and references to the "district governing board" shall be deemed to refer to the management or governing body of the SUBCONTRACTOR.

d. SUBCONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. Accessibility for Persons with Disabilities

By signing this Agreement, SUBCONTRACTOR assures RSCCD that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

17. Drug-Free Workplace Certification

By signing this Agreement, SUBCONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the SUBCONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace.

18. 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.

19. Workers' Compensation Insurance

SUBCONTRACTOR hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish satisfactory evidence thereof at any time RSCCD may request.

20. 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.

21. 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.

22. 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

Rancho Santiago Community College District
Small Business Development Center
ATTN: Elizabeth Arteaga, Small Business Deputy Sector Navigator
2323 North Broadway, Suite 201
Santa Ana, CA 92706
(714) 564-5202; arteaga_elizabeth@rsccd.edu

SUBCONTRACTOR: Orange Unified School District
Kathy Boyd
Coordinator, CTE/STEM/Pathways
250 S. Yorba Street
Orange, CA 92869
Phone: (714) 628-5330
Email: kboyd@orangeusd.org

23. 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.

24. 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 Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/15 and Article II, Rev. 05/14), 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. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

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 Unified
School District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Claudio (Joe) Sorrera
Assistant Superintendent/CBO

Title: Business Operations/Fiscal Services

Title: Business Services

Date: _____

Date: _____

95-6004968

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 16, 2016

SMALL BUSINESS
DSN MINI-GRANT PROPOSAL

Orange Unified School District
Developing Online CTE Curriculum for the Entrepreneurship Pathway

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Abstract

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Schedule Timeline of Work and Expected Outcomes (Exhibit A - Workplan)

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Developing Online CTE Curriculum for the Entrepreneurship Pathway

ABSTRACT

The main outcomes of this project will be (a) Online Curriculum for the Marketing Class and (b) Online Curriculum for the Entrepreneurship Class for high school students of the Orange Unified School District.

The project will include a course outline, pacing guide and full curriculum utilizing the LMS, Haiku. The curriculum will include videos, student discussion and reflection prompts, PowerPoints, graphics and exams. Since the curriculum is online, there will be access to applications to connect students to the teacher as well as each other.

Students will enroll in year-long classes at each of their four comprehensive high schools, one continuation high school and Alternative Education which includes home schooling. Each week will be highlighted with a video lesson as well as other videos produced by the teacher. These video lessons will be uploaded when the course is first offered by Orange Unified School District by the teacher teaching the course. Students will also have the opportunity to participate and engage in a virtual live classroom through the use of Collaborate, conferencing software.

Developing Online CTE Curriculum for the Entrepreneurship Pathway

PRIMARY CONTACT

Kathy Boyd
Coordinator, CTE/STEM/PATHWAYS
Orange Unified School District
250 S. Yorba St.
Orange, Ca 92869
(714) 628-5464
(714) 628-5330
kboyd@orangeusd.org

Developing Online CTE Curriculum for the Entrepreneurship Pathway

NARRATIVE ADDRESSING PROJECT OBJECTIVES

In order to offer the Career Technical Education (CTE) Entrepreneurship Pathway to all high school students enrolled in the Orange Unified School District, the classes in that pathway would best facilitate those students through an online Learning Management System (LMS). This will not only expand the offerings of online classes to students, but it will allow students at all four comprehensive high schools, one continuation high school and students enrolled in the Alternative Education programs to have access to the entire Entrepreneurship Pathway.

The Entrepreneurship Pathway includes the following classes with their order of enrollment within the pathway:

Entrepreneurship – Level 1 – Introduction Class

Marketing – Level 2 – Concentrator Class

Business Economics and Finance – Level 3 – Capstone Class

Professional Internship – Level 3 – Capstone Class

To date, there are no online courses offered in the Entrepreneurship Pathway. Marketing and Entrepreneurship have been only offered as face-to-face classes if and when there is enough interest to generate a full classroom of students. These classes need to be available online to expand their ability to be offered to all students at each campus, collectively increasing the enrollment to a full class. By offering these classes online, the cumulative enrollment of students from each of the campus sources would amount to a full class and ensure its availability annually.

The objectives for this project are:

Objective 1. The Entrepreneurship course will be offered as a year-long online class.

Objective 2. The Marketing course will be offered as a year-long online class.

Objective 3. These online classes will be available for enrollment for the 2017-2018 school year.

In addition to educating and engaging students in the Entrepreneurship sector, these classes will articulate with Rancho Santiago Community College District. Through a dual enrollment opportunity, students completing these classes with the grade of C or better, will be credited with completing two classes towards an Entrepreneurship certificate or degree. These classes are BUS C150 Introduction to Marketing and BUS C222 Small Business Operations & Management. Not only does this offer an opportunity for high school students to participate in college classes, students can enroll at no cost while earning college credit. Students can also experience college level academics and be a little closer to securing an Entrepreneurship certificate or degree.

Exhibit A

Workplan

District: Orange Unified School District

Mini-Grant Request for Applications (RFA)

Project Performance Period: 6/13/2016 to 9/2/2016

Name of Project: Developing Online CTE Curriculum for the Entrepreneurship Pathway

Common Metrics (i.e. LI and/or MP): LI5, LI7, MP4, M15, MP17

<p>Objective 1: Description of objective. The Entrepreneurship course will be offered as a year-long online class.</p>			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
1. Read through the existing Course Outline.	Completed Pacing Guide for Online Entrepreneurship	July 2016	Kelly Walthers and Laura Herbert
2. Create the curriculum for the Entrepreneurship course. Add graphics, videos and Internet resources to enhance student engagement including assignments utilizing Haiku as the LMS.	Completed curriculum for Online Entrepreneurship	July 2016	Kelly Walthers and Laura Herbert

Exhibit A

Workplan

District: Orange Unified School District

Mini-Grant Request for Applications (RFA)

Project Performance Period: 6/13/2016 to 9/2/2016

Name of Project: Developing Online CTE Curriculum for the Entrepreneurship Pathway

Common Metrics (i.e. LI and/or MP): LI5, LI7, MP4, M15, MP17

<p>Objective 2: Description of objective. The Marketing course will be offered as a year-long online class.</p>			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
<p>1. Read through the existing Course Outline.</p> <p>2. Create the curriculum for the Entrepreneurship course. Add graphics, videos and Internet resources to enhance student engagement including assignments utilizing Haiku as the LMS.</p>	<p>Completed Pacing Guide for Online Marketing</p> <p>Completed curriculum for Online Marketing</p>	<p>August 2016</p> <p>August 2016</p>	<p>Kelly Walthers and Laura Herbert</p> <p>Kelly Walthers and Laura Herbert</p>

Exhibit A

Workplan

District: Orange Unified School District

Mini-Grant Request for Applications (RFA)

Project Performance Period: 6/13/2016 to 9/2/2016

Name of Project: Developing Online CTE Curriculum for the Entrepreneurship Pathway

Common Metrics (i.e. LI and/or MP): LI5, LI7, MP4, M15, MP17

Objective 3: Description of objective. Online classes will be available for enrollment for the 2017-2018 school year.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
1. Publish the online classes developed in Objectives 1 – 2, so as to allow students to view the curriculum.	Online classes available for students to view	September 2016	Kelly Walthers and Laura Herbert

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: May 16, 2016
Re:	Adoption of Resolution No. 16-12 – Office of Statewide Health Planning and Development for the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant (#16-7367)	
Action:	Request for Adoption of Resolution No. 16-12	

BACKGROUND

Santa Ana College's Nursing Program was awarded a Song-Brown Registered Nurse Education Capitation grant from the Office of Statewide Health Planning and Development in recognition of SAC's successful and innovative strategy to provide the highest quality of instruction for students. The award amount is \$160,000 for a two-year funding cycle from July 1, 2016 through August 15, 2018, in accordance with the funding terms and conditions as set forth and incorporated into grant agreement #16-7367. Funds are provided for the nurse education program of eight (8) full-time Associate Degree in Nursing students in contract year 2016-2017 and eight (8) full-time Associate Degree in Nursing students in contract year 2017-2018 at Santa Ana College. The SAC Nursing Program is to be paid a capitated rate of \$10,000 per student per contract year.

ANALYSIS

The Office of Statewide Health Planning and Development requires that the Board of Trustees adopts a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to grant agreement #16-7367.

The project administrator is Dr. Cheryl Carrera and the project director is Rebecca Miller.

RECOMMENDATION

It is recommended that the Board adopt this resolution with the Office of Statewide Health Planning and Development and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: May 16, 2016
Prepared by: Maria N. Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this grant agreement with the State of California, Office of Statewide Health Planning and Development for the purpose of Santa Ana College’s Nursing Program to implement the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant **and to authorize the designated personnel to sign related contractual documents for fiscal years 2016/2017 and 2017/2018.**

RESOLUTION NO. 16-12

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into and executing the grant agreement number **16-7367** with the State of California, Office of Statewide Health Planning and Development to implement the Song-Brown Registered Nurse Education Capitation Grant and authorizes the person(s) listed below to sign the grant agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez, Ph.D.</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 16th day of May, 2016, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Nelida Mendoza Yanez, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk’s Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: May 16, 2016
Re:	Adoption of Resolution No. 16-13 – Office of Statewide Health Planning and Development for the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Special Program Grant (#16-7357)	
Action:	Request for Adoption of Resolution No. 16-13	

BACKGROUND

Santa Ana College’s Nursing Program was awarded a Song-Brown Registered Nurse Education Special Program grant from the Office of Statewide Health Planning and Development. The award amount is \$125,000 for a two-year funding cycle from July 1, 2016 through August 15, 2018, in accordance with the funding terms and conditions as set forth and incorporated into grant agreement #16-7357. Santa Ana College’s Nursing Program will support first semester nursing students by utilizing this grant award to fund a student services coordinator and clinical teaching assistants. The coordinator will provide support to students through a case management model to identify student needs, evaluate student efforts, and coordinate strategies to improve student success. The clinical teaching assistants will reduce attrition by working with students in both the clinical setting and simulation lab.

ANALYSIS

The Office of Statewide Health Planning and Development requires that the Board of Trustees adopts a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to grant agreement #16-7357.

The project administrator is Dr. Cheryl Carrera and the project director is Rebecca Miller.

RECOMMENDATION

It is recommended that the Board adopt this resolution with the Office of Statewide Health Planning and Development and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: May 16, 2016
Prepared by: Maria N. Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this grant agreement with the State of California, Office of Statewide Health Planning and Development for the purpose of Santa Ana College’s Nursing Program to implement the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Special Program Grant **and to authorize the designated personnel to sign related contractual documents for fiscal years 2016/2017 and 2017/2018.**

RESOLUTION NO. 16-13

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into and executing the grant agreement number **16-7357** with the State of California, Office of Statewide Health Planning and Development to implement the Song-Brown Registered Nurse Education Special Program Grant and authorizes the person(s) listed below to sign the grant agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez, Ph.D.</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 16th day of May, 2016, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Nelida Mendoza Yanez, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk’s Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date May 16, 2016
Re:	First Reading of New and Revised Board Policies	
Action:	Information	

BACKGROUND

The Board Policy Committee met on April 25, 2016 and reviewed several revised policies. These policies are now presented for first reading.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. The Board Policy Committee is recommending that the attached policies be updated and revised to conform to the CCLC recommendations.

RECOMMENDATION

These policies are presented for first reading as an information item.

Fiscal Impact: None	Board Date: May 16, 2016
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

BP 2010 Board Membership

References: Education Code Sections 72023, 72103, 72104; ACCJC Accreditation Standard IV.C.6

The Board of Trustees of the Rancho Santiago Community College District shall consist of seven members elected by the qualified voters of the District. Members shall be elected by trustee area as defined in Board Policy 2100.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the district may not be sworn into office as an elected or appointed member of the governing board unless he or she resigns as an employee.

No member of the governing board shall, during the term for which he or she is elected, hold an incompatible office.

No member of the Governing Board shall, during the term for which he or she was elected, be eligible to serve on the governing board of a high school district whose boundaries are coterminous with those of the community college district.

Revised: ~~October 8, 2012~~ _____ (Previously BP9003)

References Updated May 2015

BP 2710 Conflict of Interest

Reference:

Government Code Sections 1090, et seq.; 1126; 87200, et seq.; Title 2, Sections 18730 et seq.

Board members and employees shall not be financially interested in any contract made by them in their official capacity, Board or in any ~~contract they make in their capacity as board members~~ body or board of which they are members.

A board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A board member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a board meeting and have the disclosure noted in the official board minutes. The board member shall not vote or debate on the matter or attempt to influence any other board member to enter into the contract.

A board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the district.

In compliance with law and regulation, the Chancellor shall establish administrative procedures to provide for disclosure of assets of income of board members who may be affected by their official actions, and prevent members from making or participating in the making of board decisions which may foreseeably have a material effect on their financial interest.

Board members shall file statements of economic interest with the filing officer identified by the administrative procedures.

Board members are encouraged to confer with the Board President in every case where any question arises regarding a potential conflict of interest. The Board President and Chancellor may seek counsel from the District's legal advisor if necessary.

Revised: ~~October 8, 2012~~ _____ (Previously BP 3101 and BP9002.1)

BP 4020 Program, Curriculum, and Course Development

References:

Education Code Sections 70901(b), 70902(b), and 78016; Title 5 Sections 51000, 51022, 55100, 55130 and 55150; U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended. 34 Code of Federal Regulations Sections 600.2, 602.24, 603.24, and 668.8; ACCJC Accreditation Standards II.A and II.A.9

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Chancellor shall establish procedures for the development and review of all curricular offerings, including their establishment, modification, or discontinuance.

Furthermore, these procedures shall include:

- appropriate involvement of the faculty and Academic Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development.
- Consideration of job market and other related information for vocational and occupational programs.

All new programs and program ~~deletions~~ discontinuances shall be approved by the Board.

All new programs shall be submitted to the California Community Colleges Chancellors Office for approval as required.

Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Non-degree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.

Courses of instruction and educational programs, when applicable, shall be articulated with proximate high schools, four-year colleges and universities under the direction of the District Board of Trustees. The colleges will maintain a common curriculum.

Credit Hour

Consistent with federal regulations applicable to federal financial aid eligibility, the District shall assess and designate each of its programs as either a "credit hour" program or a "clock hour" program.

The Chancellor will establish procedures which prescribe the definition of "credit hour" consistent with applicable federal regulations, as they apply to community college districts.

The Chancellor shall establish procedures to assure that curriculum at the District complies with the definition of "credit hour" or "clock hour," where applicable. The Chancellor shall also establish procedure for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit-hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

Revised ~~July 21, 2014~~ _____ (Previously BP6001, 6117, 6123, 6124, 6131, 6134)

References Updated May 18, 2015

BP 4106 Nursing Programs

Reference: Education Code Sections 66055.8, 66055.9, 70101-70107, 70120, 70124, 70125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267,89267.3, and 92645; Title 5 Sections 55060 et seq. and 55521; Health and Safety Code Section 128050

Nursing students who have already earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements that may be required for an associate degree. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.

If a waiting list for the program exists, the District shall consider length of time on the waiting list and prerequisite grades when screening nursing students.

If no waiting list exists or if the waiting list is depleted, the District shall consider all of the following when screening nursing students:

- Academic degrees or diplomas, or relevant certificates, held by the applicant;
- Grade point average in and completion of relevant coursework;
- ~~Test of Essential Academic Skills~~ Diagnostic assessment test results;
- Life experiences or special circumstances of an applicant;
- Any relevant work or volunteer experience; and
- Proficiency or advanced level coursework in languages other than English.

Adopted July 21, 2014

Revised:_____

BP 5140 Disabled Students Programs and Services

Reference: Education Code Sections 67310 and 84850; Title 5 Sections 56000 et seq. ~~and 56027~~

Students with disabilities shall be reasonably accommodated pursuant to federal and state requirements in all applicable programs in the District.

The Disabled Students Programs and Services (DSPS) program shall be the primary provider for academic adjustments, auxiliary aids, services, or instruction ~~support programs and services~~ that facilitate equal educational opportunities for disabled students who can profit from instruction as required by federal and state laws.

DSPS services shall be available to students with verified disabilities. The services to be provided include, but are not limited to, reasonable accommodations, academic adjustments, technology accessibility, accessible facilities, equipment, instructional programs, rehabilitation counseling and academic counseling.

No student with disabilities is required to participate in the Disabled Students Programs and Services program.

The District shall respond in a timely manner to accommodation requests involving academic adjustments. The Chancellor shall establish a procedure to implement this policy which, at a minimum, provides for an individualized review of each such request, and permits interim decisions on such requests pending final resolution by the appropriate administrator or designee.

The Chancellor shall assure that the DSPS program conforms to all requirements established by the relevant law and regulations.

Adopted July 21, 2014

Revised: _____

BP 7700 Whistleblower Protection

~~Legal~~ References:

Education Code Sections 87160 – 87164;
California Labor Code section 1102.5;
Government Code section 53296;
Private Attorney General Act of 2004 (Labor Code section 2698);
Affordable Care Act (29 U.S. Code Section 218C)

The Chancellor shall establish procedures regarding the reporting and investigation of suspected unlawful activities by District employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, "unlawful activity" refers to any activity--intentional or negligent--that violates state or federal law, local ordinances, or District policy.

The procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation. The Chancellor will ensure that avenues for the anonymous reporting of suspected incidents are available to employees.

Furthermore, district employees shall not:

- ~~(1)~~ retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; ~~or (2)~~
- Retaliate against an employee or applicant for employment because the employee or applicant is a family member of a person who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order;
- or directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation, and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

Revised ~~October 28, 2013~~ _____ (Previously BP4140)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: May 16, 2016
Re: Adoption of Resolution No. 16-11 and Order of Biennial Trustee Election 2016 and Specifications of the Election Order	
Action: Request for Approval	

BACKGROUND

The terms of four of the current trustees expire on December 2, 2016:

- Claudia C. Alvarez Trustee Area #5
- Arianna P. Barrios Trustee Area #7
- Nelida Mendoza Yanez Trustee Area #3
- Jose Solorio Trustee Area #1

ANALYSIS

The attached resolution instructs the County Superintendent to consolidate the election of RSCCD Board members with the election to be held on Tuesday, November 8, 2016.

RECOMMENDATION

The administration recommends adoption of Resolution No. 16-11 and Order of Biennial Trustee Election and Specifications of the Election Order.

Fiscal Impact: None	Board Date: May 16, 2016
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RESOLUTION NUMBER 16-11 – Biennial Trustee Election

Excerpt from the Journal of the Board of Trustees/Education of the Rancho Santiago Community College District of Orange County, State of California, for a regular meeting held on the 16th day of May, 2016, at 4:30 p.m. at which the following members were:

PRESENT: _____

ABSENT: _____

On motion of Member _____, seconded by Member _____, a Resolution and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSENT: MEMBERS _____

Certified a correct copy this 16th day of May, 2016.

Nelida Mendoza Yanez, Clerk
Rancho Santiago Community College District

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana, California

Board of Trustees

Resolution No. 16-11

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 2, 2016, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 8, 2016.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this 16th day of May, 2016.

Nelida Mendoza Yanez, Clerk

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
May 16, 2016

MANAGEMENT

2015/2016 Permanent Cabinet Salary Schedule/Attachment #1

2015/2016 Permanent Management Salary Schedule/Attachment #2

Employment Agreement/Attachment #3

Coopman, Ronald
Assistant Dean, Criminal Justice
Human Services & Technology Division
Santa Ana College

New Job Description/Attachment #4

Vice Chancellor
Educational Services
Classified Administrator
Cabinet Level

Adjusted Hourly Rate/1.55% COLA

Coopman, Ronald
Interim Assistant Dean
Criminal Justice Academies
Human Services & Technology Division
Santa Ana College

Effective: January 1 – April 26, 2016
From: \$45.88/Hour
To: \$46.40/Hour

Shaw, Lynn
Interim Director
Workforce Education
Educational Services
District Office

Effective: January 1 – April 26, 2016
From: \$59.21/Hour
To: \$59.88/Hour

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FACULTY

Appointment

Briones, Michael
Assistant Professor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: August 15, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0520)

FACULTY (CONT'D)

REVISED PAGE

Appointment (cont'd)

Carpio, Brenda
Assistant Professor, Political Science
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0528)

Dufala, Christopher
Assistant Professor, Studio Arts
Fine & Performing Arts Division
Santa Ana College

Effective: August 15, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0517)

Freese, Amy
Assistant Professor, Reading
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0498)

Garnett, Susan
Assistant Professor/Coordinator, ESL
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: August 22, 2016
Placement: III-15 \$90,550.30/Year
(Requisition #AC16-0522#01)

Hernandez, Rosalba
Assistant Professor/Counselor (Bilingual)
Continuing Education Center
Santiago Canyon College

Effective: July 28, 2016
Tentative Placement: III-3 \$66,587.43/Year
(Requisition #AC16-0530)

Kramer, Jessica
Assistant Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0497#2)

Mirbeik Sabzevary, Mohammadreza
Assistant Professor, Mathematics-Basic Skills
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: August 22, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0524)

Nguyen, Kelly
Assistant Professor, Mathematics
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 15, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0514)

FACULTY (CONT'D)

Appointment (cont'd)

Papa, Elenor Gael
Assistant Professor, Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: August 15, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0525)

Petrocelli, Rachel
Assistant Professor, History
Arts, Humanities & Social
Sciences Division
Santiago Canyon College
Effective: August 15, 2016
Tentative Placement: VII-3 \$71,448.91/Year
(Requisition #AC16-0501)

Sir, Donna
Assistant Professor/Coordinator, Adult
Secondary Education Science
Centennial Education Center
Continuing Education Division
Santa Ana College
Effective: August 22, 2016
Tentative Placement: VII-3 \$71,448.91/Year
(Requisition #AC16-0534)

Sung, Linda
Assistant Professor, Accounting
Business Division
Santa Ana College
Effective: August 15, 2016
Tentative Placement: I-6 \$61,471.45/Year
(Requisition #AC16-0507)

Tashima, John
Assistant Professor/Coordinator, Adult
Basic Education
Centennial Education Center
Continuing Education Division
Santa Ana College
Effective: August 22, 2016
Placement: III-13 \$85,571.91/Year
(Requisition #AC16-0532)

Tolentino, Justin
Assistant Professor, Mathematics
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: August 15, 2016
Tentative Placement: II-3 \$58,029.41/Year
(Requisition #AC16-0514#1)

Weber, Merari
Assistant Professor/Coordinator, ESL
Assistant Professor/Coordinator, ESL
Centennial Education Center
Continuing Education Division
Santa Ana College
Effective: August 22, 2016
Tentative Placement: VII-3 \$71,448.91/Year
(Requisition #AC16-0522)

FACULTY (CONT'D)

Ratification of Resignation/Retirement

Simmons, Kathleen
Professor, ESL/Reading
Humanities & Social Sciences Division
Santa Ana College

Effective: June 3, 2016 (Last day)
Reason: Retirement

Final Salary Placement

Cotter, Matthew
Assistant Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Placement: II-9 \$72,961.46/Year
(Requisition #AC16-0497)

Association Released Time

Barembaum, Morrie
Professor, Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: June 13 – August 5, 2016
Released Time: 5.0 LHE

Eastmond, Thomas Stephen
Professor, Physical Science
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: June 13 – August 5, 2016
Released Time: 9.0 LHE

Resnick, Barry
Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: June 13 – August 5, 2016
Released Time: 9.0 LHE

Smith, Mark
Associate Professor, Anatomy/Physiology
Mathematics & Sciences Division
Santiago Canyon College

Effective: June 13 – August 5, 2016
Released Time: 1.0 LHE

Part-time New Hires/Rehires

Bryant, Derek T
Instructor, Physics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

FACULTY (CONT'D)

Part-time New Hires/Rehires (cont'd)

Flores, James C
Instructor, Fire Technology/Fire Control
Human Services & Technology Division
Santa Ana College

Effective: April 22, 2016
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

Glomba, John
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College

Effective: May 11, 2016
Hourly Lecture Rate: I-3 \$46.10

Ho, Thach
Instructor, Chemistry
Science, Mathematics and
Health Sciences Division
Santa Ana College

Effective: August 15, 2016
Hourly Lecture/Lab Rates: IV-3 \$62.60/\$56.35

Hunter, Carly
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2016
Hourly Lecture Rate: II-3 \$56.79

Jara, Ricardo A.
Instructor, HSS/Chemistry
Upward Bound Summer Residential Program
Student Affairs Division
Santa Ana College

Effective: July 1, 2016
Hourly Lecture Rate: III-3 \$48.44

Leonor, Henry
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: April 29, 2016
Hourly Lecture Rate: II-3 \$56.79

Major, Erice V
Instructor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 22, 2016
Hourly Lab Rate: II-3 \$51.11

Nezzer, Samantha
Instructor, Vocational/Computers &
Institutional Food Preparation
Continuing Education Division (OEC)
Santiago Canyon College

Effective: May 9, 2016
Hourly Lecture Rate: II-3 \$47.25

May 16, 2016

FACULTY (CONT'D)

Part-time New Hires/Rehires (cont'd)

Nguyen, Kelly K
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 15, 2016
Hourly Lecture & Lab Rates: II-4 \$59.62/\$53.67

Non-paid Intern Service

Mercado, Monica
Teaching Assistant/English Intern
English/Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: June 13 – June 30, 2016
College Affiliation: CSU, Fullerton
Discipline: English/Teacher Prep Program

Mercado, Monica
Teaching Assistant/English Intern
English/Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: July 1 – August 5, 2016
College Affiliation: CSU, Fullerton
Discipline: English/Teacher Prep Program

Villegas, Fernando
Psychological Services Intern
Psychological Services/Health &
Wellness Center
Santiago Canyon College

Effective: August 1, 2016 – June 30, 2017
College Affiliation: Chicago School of
Professional Psychology
Discipline: Clinical Psychology

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2015/2016 PERMANENT CABINET SALARY SCHEDULE
Effective January 1, 2016

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Exec. Vice Chancellor, HR & Educational Services	\$174,725.24	\$181,541.21	\$188,624.71	\$196,013.96	\$203,696.24	\$211,684.31	\$219,990.85
Vice Chancellor, Business Operations & Fiscal Services	\$174,725.24	\$181,541.21	\$188,624.71	\$196,013.96	\$203,696.24	\$211,684.31	\$219,990.85
President, Santa Ana College	\$174,725.24	\$181,541.21	\$188,624.71	\$196,013.96	\$203,696.24	\$211,684.31	\$219,990.85
President, Santiago Canyon College	\$174,725.24	\$181,541.21	\$188,624.71	\$196,013.96	\$203,696.24	\$211,684.31	\$219,990.85

ADDITIONAL COMPENSATION

Tax Sheltered Annuity: \$557.88 per month

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
MANAGEMENT SALARY SCHEDULE
Effective January 1, 2016**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
R	\$50,858.50	\$53,406.54	\$56,069.22	\$58,872.04	\$61,789.54	\$64,898.12	\$68,134.09
Q	\$52,756.79	\$55,381.25	\$58,145.85	\$61,076.08	\$64,133.71	\$67,331.47	\$70,707.60
P	\$54,744.24	\$57,483.37	\$60,362.63	\$63,369.30	\$66,541.59	\$69,879.49	\$73,383.03
O	\$56,948.29	\$59,789.33	\$62,783.25	\$65,904.58	\$69,204.27	\$72,682.31	\$76,313.25
N	\$59,470.83	\$62,452.00	\$65,560.59	\$68,847.54	\$72,287.37	\$75,905.56	\$79,702.12
M	\$62,095.29	\$65,216.62	\$68,465.33	\$71,892.43	\$75,485.13	\$79,256.21	\$83,218.38
L	\$65,127.43	\$68,376.15	\$71,803.24	\$75,383.23	\$79,141.55	\$83,103.73	\$87,269.74
K	\$68,427.13	\$71,854.21	\$75,421.44	\$79,192.51	\$83,154.68	\$87,333.44	\$91,703.31
J	\$72,096.28	\$75,688.98	\$79,485.53	\$83,447.71	\$87,626.45	\$92,009.06	\$96,608.24
I	\$76,007.48	\$79,804.04	\$83,804.43	\$87,983.19	\$92,378.53	\$97,015.91	\$101,857.17
H	\$80,428.30	\$84,454.19	\$88,683.89	\$93,117.46	\$97,767.60	\$102,659.79	\$107,794.06
G	\$85,282.28	\$89,550.21	\$94,022.01	\$98,723.09	\$103,653.51	\$108,851.50	\$114,291.52
F	\$90,569.42	\$95,117.64	\$99,869.71	\$104,863.83	\$110,112.75	\$115,616.48	\$121,387.75
E	\$97,474.56	\$102,354.03	\$107,475.55	\$112,851.88	\$118,483.02	\$124,419.89	\$130,637.08
D	\$108,252.71	\$112,584.34	\$117,094.33	\$121,769.97	\$126,649.40	\$131,707.23	\$136,981.65
C	\$116,890.49	\$121,553.38	\$126,407.35	\$131,465.18	\$136,726.84	\$142,192.34	\$147,887.18
B	\$125,477.33	\$130,484.18	\$135,707.63	\$141,122.18	\$146,766.05	\$152,639.24	\$158,754.50
A	\$134,038.67	\$139,389.52	\$144,982.43	\$150,779.17	\$156,792.50	\$163,073.38	\$169,596.31

Cola: 1.55%

Board Approved: May 16, 2016

Title	Grade	Position	Designation	Title	Grade	Position	Designation
Accounting Manager - Accounts Payable	G	Classified	Supervisory	Dean, Science, Mathematics & Health Science	B	Academic	Administrative
Accounting Manager - Payroll	G	Classified	Supervisory	Dean, Student Affairs	B	Academic	Administrative
Assistant Dean, Admissions & Records	E	Academic	Administrative	Director I, Child Development Center	L	Academic	Supervisory
Assistant Dean, Financial Aid, Scholarship & Veterans	E	Academic	Administrative	Director II, Child Development Center	J	Academic	Supervisory
Assistant Dean, Criminal Justice Academies	F	Academic	Administrative	Director of Grants	F	Classified	Supervisory
Assistant Dean, Fire Technology	F	Academic	Administrative	Director, Academic Support	D	Classified	Supervisory
Assistant Dean, Student Services	E	Academic	Administrative	Director, ACT/Corporate Training	F	Classified	Supervisory
Assistant Director, Athletics & Sports Information	I	Classified	Supervisory	Director, Auxiliary Services	F	Classified	Supervisory
Assistant Director, OC Small Business Development Center	L	Classified	Supervisory	Director, Business & Career Technical Education	H	Classified	Supervisory
Assistant Director, Small Business Initiative	L	Classified	Supervisory	Director, College Research	F	Classified	Supervisory
Assistant to the Executive Vice Chancellor	M	Classified	Confidential	Director, Continuing Education Support Services	H	Classified	Supervisory
Assistant to the President	M	Classified	Confidential	Director, Digital Media Center	E	Classified	Supervisory
Assistant to the Vice Chancellor	M	Classified	Confidential	Director, Facility Planning, District Construction & Support Services	C	Classified	Administrative
Assistant Vice Chancellor, Educational Services	A	Classified	Administrative	Director, Fire Instruction	H	Academic	Supervisory
Assistant Vice Chancellor, Facility Planning, District Construction & Support Services	A	Classified	Administrative	Director, Global Trade & Logistics Initiative	F	Classified	Supervisory
Assistant Vice Chancellor, Fiscal Services	A	Classified	Administrative	Director, Information Systems	D	Classified	Supervisory
Assistant Vice Chancellor, Human Resources	A	Academic	Administrative	Director, Network & Communications	D	Classified	Supervisory
Assistant Vice Chancellor, Information Technologies Services	A	Classified	Administrative	Director, Public Affairs & Publications	E	Classified	Supervisory
Associate Dean, Business & Career Technical Education	D	Academic	Administrative	Director, Purchasing Services	F	Classified	Supervisory
Associate Dean, Disabled Student Programs & Services	D	Academic	Administrative	Director, District Research, Planning & Institutional Effectiveness	F	Classified	Supervisory
Associate Dean, EOPS	D	Academic	Administrative	Director, Small Business Development Center	E	Classified	Supervisory
Associate Dean, Financial Aid	D	Academic	Administrative	Director, Small Business Initiative	F	Classified	Supervisory
Associate Dean, Health Science & Nursing	D	Academic	Administrative	Director, Special Programs	H	Classified	Supervisory
Associate Dean, Instructional & Student Services	D	Academic	Administrative	District Support Services Supervisor	I	Classified	Supervisory
Associate Dean, Student Development	D	Academic	Administrative	Director, Workforce Education	C	Academic	Administrative
Associate Director I, Child Development Center	Q	Academic	Supervisory	Employment Services Manager	H	Classified	Supervisory
Associate Director II, Child Development Center	O	Academic	Supervisory	Enrollment Reporting Manager	G	Classified	Supervisory
Associate Registrar	K	Classified	Supervisory	Executive Assistant to the Board of Trustees	K	Classified	Confidential
Benefits Analyst	L	Classified	Confidential	Executive Assistant to the Chancellor	J	Classified	Confidential
Bookstore Manager	J	Classified	Supervisory	Executive Director, Child Development Services	E	Academic	Administrative
Budget Analyst	K	Classified	Confidential	Executive Director, College Advancement	C	Classified	Supervisory
Campus Budget Manager	H	Classified	Supervisory	Facilities Manager	I	Classified	Supervisory
Chief District Safety & Security	D	Classified	Supervisory	Facilities Project Manager	E	Classified	Supervisory
Custodial Supervisor	O	Classified	Supervisory	Graphic Communications Manager	H	Classified	Supervisory
Dean, Arts, Humanities & Social Sciences	B	Academic	Administrative	Human Resources Analyst	L	Classified	Confidential
Dean, Business	B	Academic	Administrative	Internal Audit Manager	G	Classified	Supervisory
Dean, Business & Career Technical Education	B	Academic	Administrative	Inventory, Delivery & Storage Supervisor	L	Classified	Supervisory
Dean, Counseling	B	Academic	Administrative	Lieutenant District Safety & Security	H	Classified	Supervisory
Dean, Counseling & Student Support Services	B	Academic	Administrative	Maintenance Supervisor	O	Classified	Supervisory
Dean, Enrollment & Support Services	B	Academic	Administrative	Manager, Fiscal Services	E	Classified	Supervisory
Dean, Kinesiology, Health & Athletics	B	Academic	Administrative	Project Manager	E	Classified	Supervisory
Dean, Fine & Performing Arts	B	Academic	Administrative	Publications and Electronic Media Manager	H	Classified	Supervisory
Dean, Human Services & Technology	B	Academic	Administrative	Registrar	G	Classified	Supervisory
Dean, Humanities & Social Sciences	B	Academic	Administrative	Risk Manager	H	Classified	Supervisory
Dean, Institutional Effectiveness, Library & Learning Support Services	B	Academic	Administrative	Sergeant District Safety & Security	K	Classified	Supervisory
Dean, Instruction & Student Services	B	Academic	Administrative	Vice President, Academic Affairs	A	Academic	Administrative
Dean, Mathematics & Sciences	B	Academic	Administrative	Vice President, Administrative Services	A	Classified	Administrative
				Vice President, Continuing Education	A	Academic	Administrative
				Vice President, Student Services	A	Academic	Administrative

Position List Revised: October 26, 2015

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Ronald Coopman** (“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 **Assistant Dean, Criminal Justice, Human Services and Technology Division, 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 **April 26, 2016** 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 **\$95,117.64** 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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
VICE CHANCELLOR OF EDUCATIONAL SERVICES**

GENERAL RESPONSIBILITIES

Overall responsibility to the Chancellor for the leadership, coordination and direction of a variety of District-wide programs and services including resource development, public affairs, economic and workforce development programs, institutional research and the District's child development centers. Serves as the Chancellor's chief of staff for District-wide planning and organizational effectiveness efforts including the assessment of the District's progress toward achieving its mission and strategic objectives. Serves as the Executive Director of the Rancho Santiago Community College District Foundation and performs other duties as assigned by the Chancellor. This is a classified position.

SPECIFIC RESPONSIBILITIES

RESEARCH AND PLANNING

Supervises staff assigned to institutional research and planning including the analysis of current and future educational trends, demographic changes, program outcomes, laws, regulations and policies applicable to District plans and programs. Coordinates district-wide efforts related to accreditation and the implementation, evaluation and improvement of the District's planning processes.

RESOURCE, ECONOMIC AND WORKFORCE DEVELOPMENT

Provides leadership in the identification and cultivation of alternative sources of funding to support the mission of the District and its colleges. Oversees the development of proposals for special programs and funding from state, federal and private sources. Supports college-based special projects and provides direct supervision for special projects managed at the District level. Assists and directs efforts to ensure compliance with funding source requirements.

CHILD DEVELOPMENT SERVICES

Oversees the District's child development centers to ensure compliance with all regulatory and licensure requirements. Provides leadership in the administration of collective bargaining agreements for teachers and staff assigned to the child development centers.

PUBLIC AFFAIRS AND PUBLICATIONS

Oversees the District's Public Affairs, Graphic Communications and Publications functions. Oversees the response to media requests and coordinates responses to information requests submitted under the California Public Records Act.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
VICE CHANCELLOR OF EDUCATIONAL SERVICES (continued)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOUNDATION

Serves as Executive Director of the District foundation with responsibility for the development of programs and services that support the District's mission and goals. Organizes and facilitates the activities and meetings of foundation board and provides leadership in the development of public/private partnerships that enhance the foundation's operations.

COMMUNITY CONTACT/REPRESENTATION

Must be a highly visible leader seeking positions of significant leadership in community institutions and activities, as well as community support organizations and on state boards and committees to articulate, enhance and improve District programs, offerings, funding, assets, and educational leadership position and reputation on the local, state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

- Serve as a member of the Chancellor's Cabinet and provide effective counsel and support for all matters affecting District operations.
- Provide leadership for District-wide committees and task forces related to planning, organizational effectiveness and other areas as assigned.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: A master's degree and at one year of experience reasonably related to the assignment.

Desired Qualifications: At least five (5) years of progressively responsible administrative experience in planning and resource development, preferably in a public educational agency.

Required Skills: Ability to communicate effectively, resolve problems, analyze and apply laws, regulations and program specifications, plan and evaluate activities and programs, research, analyze, apply and articulate results, identify funding and program opportunities, procure and implement programs, build consensus, and supervise staff.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

MAY 16, 2016

CLASSIFIED2015-2016 CSEA Permanent Salary ScheduleAttachment #1Hourly Ongoing to Contract

Bizon, Veronica	Effective: April 28, 2016
From: Intermediate Account Clerk	Grade 6, Step 1 + 2.5%L \$36,237.48
To: Admissions & Records Spec I (CL15-0734) School of Continuing Education/ SAC	

Professional Growth Increments

Pleitez, Roxana	Effective: June 1, 2016
Sr. Account Clerk/ Fiscal Services/ District	Grade 10, Step1 + 1PG (500) \$42,189.19

Out of Class Assignment

Lordanich, Joseph	Effective: 04/12/16 – 06/30/16
Sergeant District Safety & Security/ School of Continuing Education/ SAC	Grade K, 1 \$67,382.70 <i>Supervisory</i>
Verduzco, Maria	Effective: 04/18/16 – 04/29/16
Administrative Secretary/ School of Continuing Education/ SAC	Grade 12, Step 4 + 7.5%L \$57,075.19
Zul, Armida	Effective: 03/23/16 – 05/05/16
Lead Custodian/ Continuing Educ./ SCC	Grade 8, Step 4 + 2.5% L \$45,483.32

Change in Salary Placement

Bizon, Veronica	Effective: June 1, 2016
Admissions & Records Spec. I / School of Continuing Education/ SAC	Grade 6, Step 1 + 5% L \$37,121.32

CLASSIFIED HOURLY

New Appointments

Montes De Oca, Adriana Instructional Assistant (CL16-0791) School of Continuing Education/ SAC	Effective: April 22, 2016 Up to 19 Hours/Week School Session Grade 5, Step A \$16.35/Hour
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Professional Growth Increments

Saunders, Maureen Intermediate Clerk/ School of Continuing Education/ SAC	Effective: June 1, 2016 Grade 5, Step A + 2.5%L + 3PG (750) \$17.26/Hour + \$62.50/Mo. PG
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Ratification of Resignation/Retirement

Leonor, Henry Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: April 28, 2016 Reason: Resignation
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TEMPORARY ASSIGNMENT

Cisneros, Theresa Instructional Assistant/ Fine & Performing Arts/ SAC	Effective: 05/17/16 – 06/30/16
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Gandarillo, Aurea Intermediate Clerk/ Counseling/ SAC	Effective: 05/17/16 – 06/30/16
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Hernandez, Jesus Skilled Maintenance Worker/ Admin. Services/ SCC	Effective: 05/17/16 – 06/30/16
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Martynenko, Galina Data Entry Clerk/ Academic Affairs/ SAC	Effective: 05/17/16 – 06/30/16
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Morales, Adriana Intermediate Account Clerk/ School of Continuing Education/ SAC	Effective: 05/17/16 – 06/30/16
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Additional Hours for Ongoing Assignment

Flores, Ruby Student Services Coordinator/ Student Affairs/ SAC	Effective: 04/25/16 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Mendoza, Nancy Video Technician/ Fine & Performing Arts/ SAC	Effective: 02/08/16 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Nguyen, Trinity Science Storekeeper/Lab Tech/ Science & Math /SCC	Effective: 06/03/16 – 06/30/16 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Carrillo, Carlos Custodian/ Admin. Services/ SAC	Effective: 04/18/16 – 06/30/16
Gavilanes, Jose Custodian/ Admin. Services/ SCC	Effective: 04/18/16 – 06/30/16
Morales, Adriana Intermediate Account Clerk/ School of Continuing Education/ SAC	Effective: 04/28/16 – 06/30/16
Moreno, Monique Cashier/ Auxiliary Services/ SAC	Effective: 02/16/16 – 03/31/16
Nguyen, Giang Custodian/ Admin. Services/ SCC	Effective: 04/18/16 – 06/30/16
Pham, Anh Instructional Assistant/ Business Div./ SAC	Effective: 04/26/16 – 06/30/16
Pineda, Guillermo Instructional Assistant/ Business Div./ SAC	Effective: 04/26/16 – 06/30/16
Tiscareno, Nicholas Custodian/ Admin. Services/ SCC	Effective: 04/26/16 – 06/30/16

MISCELLANEOUS POSITIONS

Avila, Katherine Child Dev. Intern II/ Child Dev. Services/ SAC	Effective: 04/11/16 – 06/30/16
Cook, Omar Coaching Assistant/ Kinesiology/ SAC	Effective: 04/25/16
Cortez, Sonia Child Dev. Intern I/ Child Dev. Services/ SCC	Effective: 04/25/16 – 06/30/16
Hailes, Evan Coaching Assistant/ Kinesiology/ SAC	Effective: 04/21/16
Pozo Lopez, Alex Coaching Assistant/ Kinesiology/ SCC	Effective: 07/06/16
Tam, Jonathan Community Services Presenter/ Continuing Ed./ SCC	Effective: 06/20/16

COMMUNITY SERVICE PRESENTERS

Stipends Effective March 11 – April 10, 2016

Avalos, Omar	Amount: \$ 150.00
Burns, Brigitte	Amount: \$ 75.80
Dumon, Dori	Amount: \$ 160.00
English, Noemi	Amount: \$ 500.00
Hammonds, Elvin	Amount: \$ 1,000.00
Krivoshaya, Diana	Amount: \$ 207.55
Krusemark, LeeAnne	Amount: \$ 105.28
McCampell, Semora	Amount: \$ 167.32
Neal, Phyllis	Amount: \$ 360.00
Nguyen, Quynh	Amount: \$ 190.63

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective March 11 – April 10, 2016

O'Connell, Jalon	Amount: \$ 80.84
Reick, Jane	Amount: \$ 74.45
Rivera, Rodrigo	Amount: \$ 244.03
Rudd, James	Amount: \$ 987.00

VOLUNTEERS

Smith, Stephanie Volunteer/ Counseling/ SAC	Effective: 05/17/16 – 06/30/16 07/01/16 – 06/30/17
Torres, Angel Volunteer/ Counseling/ SAC	Effective: 07/01/16 – 06/30/17

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Garibay, Brenda G.	Effective: 04/22/16-06/30/16
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**Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST**

C.A.M.P. \$1397.50 One Time Stipend Fall 2015
Angel, Zuceli Effective: 10/01/2015 – 12/30/2015

Attachment # 1

**Rancho Santiago Community College District
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
PERMANENT CONTRACT SALARY SCHEDULE
Effective: January 1, 2016**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$30,741.89	\$32,308.90	\$33,926.91	\$35,634.08	\$37,417.70	\$39,303.24
2	\$31,620.95	\$33,187.98	\$34,856.94	\$36,615.06	\$38,462.39	\$40,411.62
3	\$32,512.76	\$34,092.53	\$35,837.92	\$37,659.77	\$39,558.03	\$41,545.50
4	\$33,582.92	\$35,239.14	\$36,997.27	\$38,870.07	\$40,832.04	\$42,870.46
5	\$34,678.57	\$36,423.96	\$38,245.80	\$40,156.82	\$42,169.75	\$44,284.61
6	\$35,901.62	\$37,723.45	\$39,634.48	\$41,621.93	\$43,724.06	\$45,902.61
7	\$37,354.00	\$39,239.54	\$41,201.52	\$43,290.88	\$45,482.19	\$47,737.17
8	\$38,870.07	\$40,832.04	\$42,870.46	\$45,061.77	\$47,316.77	\$49,686.41
9	\$40,500.81	\$42,551.96	\$44,705.04	\$46,960.03	\$49,304.21	\$51,775.81
10	\$42,335.37	\$44,475.72	\$46,705.24	\$49,036.68	\$51,470.03	\$54,043.54
11	\$44,220.92	\$46,424.95	\$48,743.64	\$51,215.24	\$53,788.73	\$56,476.89
12	\$46,539.62	\$48,909.27	\$51,355.37	\$53,916.14	\$56,655.25	\$59,458.09
13	\$48,985.72	\$51,419.07	\$53,992.58	\$56,731.71	\$59,560.00	\$62,566.67
14	\$51,622.92	\$54,209.16	\$56,935.54	\$59,776.58	\$62,808.73	\$65,955.54
15	\$54,527.66	\$57,241.32	\$60,120.57	\$63,101.76	\$66,299.54	\$69,599.20
16	\$57,852.83	\$60,757.58	\$63,764.23	\$66,974.74	\$70,338.14	\$73,841.66
17	\$61,279.92	\$64,350.29	\$67,573.52	\$70,962.41	\$74,529.63	\$78,287.96
18	\$65,050.98	\$68,325.21	\$71,765.04	\$75,357.74	\$79,141.55	\$83,090.98
19	\$69,331.67	\$72,796.97	\$76,466.12	\$80,313.64	\$84,314.03	\$88,556.48
20	\$74,058.25	\$77,765.61	\$81,651.35	\$85,715.44	\$90,059.82	\$94,544.35
21	\$79,179.77	\$83,141.95	\$87,320.70	\$91,716.05	\$96,264.27	\$101,092.76
22	\$85,919.29	\$90,199.97	\$94,722.70	\$99,487.51	\$104,443.40	\$109,679.59

Based on 12 Month/Year

Service Recognition:

10 Years	2.5%
15 Years	5.0%
18 Years	7.5%
30 Years	10 %

Differential Pay:

Bilingual Requirement	2.5%
Swing Shift	5%
Graveyard Shift	7.5%

1.55% Cola

Board Approved: May 16, 2016

Rancho Santiago Community College District
 CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
 PERMANENT HOURLY SALARY SCHEDULE
 Effective: January 1, 2016

GRADE	STEP 1	2.50%	5.00%	7.50%	10.00%
C	\$10.16	\$10.41	\$10.66	\$10.92	\$11.17
B	\$12.43	\$12.74	\$13.06	\$13.37	\$13.67
A	\$14.27	\$14.63	\$14.98	\$15.34	\$15.69
1	\$14.73	\$15.10	\$15.46	\$15.83	\$16.20
2	\$15.14	\$15.52	\$15.89	\$16.28	\$16.66
3	\$15.57	\$15.97	\$16.35	\$16.74	\$17.14
4	\$16.08	\$16.49	\$16.89	\$17.29	\$17.70
5	\$16.60	\$17.02	\$17.43	\$17.85	\$18.26
6	\$17.20	\$17.63	\$18.06	\$18.49	\$18.92
7	\$17.89	\$18.34	\$18.78	\$19.23	\$19.68
8	\$18.61	\$19.08	\$19.55	\$20.01	\$20.47
9	\$19.40	\$19.89	\$20.36	\$20.85	\$21.34
10	\$20.28	\$20.79	\$21.30	\$21.80	\$22.31
11	\$21.18	\$21.71	\$22.24	\$22.77	\$23.30
12	\$22.28	\$22.85	\$23.40	\$23.95	\$24.51
13	\$23.46	\$24.05	\$24.64	\$25.23	\$25.81
14	\$24.73	\$25.34	\$25.97	\$26.58	\$27.20
15	\$26.12	\$26.78	\$27.42	\$28.08	\$28.73
16	\$27.71	\$28.40	\$29.10	\$29.79	\$30.48
17	\$29.34	\$30.08	\$30.81	\$31.54	\$32.27
18	\$31.15	\$31.92	\$32.71	\$33.49	\$34.26
19	\$33.21	\$34.04	\$34.87	\$35.70	\$36.53
20	\$35.47	\$36.36	\$37.24	\$38.14	\$39.02
21	\$37.92	\$38.87	\$39.82	\$40.77	\$41.71
22	\$41.15	\$42.18	\$43.21	\$44.24	\$45.27

Based on 12 Month/Year

Service Recognition:

10 Years 2.5%
 15 Years 5.0%
 18 Years 7.5%
 30 Years 10 %

Differential Pay:

Bilingual Requirement 2.5%

1.55% Cola

Board Approved: May 16, 2016

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To: Board of Trustees	Date: May 16, 2016
Re: Approval of Employee Calendar 2016-2017	
Action: Request for Approval	

BACKGROUND

In accordance with the negotiated holidays specified in the Agreement between the District and California School Employees Association (CSEA) and its Chapter 579, the 2016-2017 Employee Calendar has been developed.

ANALYSIS

The calendar reflects the holidays designated in the Education Code, plus all additional holidays listed in the CSEA bargaining agreement.

RECOMMENDATION

The administration recommends approval of the 2016-2017 Employee Calendar.

Fiscal Impact: None	Board Date: May 16, 2016
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Re. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EMPLOYEE CALENDAR 2016 - 2017

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1	2
JULY	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	1	2	3	4	5	6
AUGUST	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
SEPTEMBER	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
OCTOBER	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
NOVEMBER	20	21	22	23	24	25	26
	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
DECEMBER	25	26	27	28	29	30	31
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
JANUARY	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	1	2	3	4
FEBRUARY	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	1	2	3	4
	5	6	7	8	9	10	11
MARCH	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
APRIL	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
MAY	21	22	23	24	25	26	27
	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
JUNE	25	26	27	28	29	30	

Independence Day: July 4

Labor Day: September 5

Veterans Day: November 11

Thanksgiving: November 24-25

Holiday Recess: Dec 21 - 30
Christmas Day (Observed): December 26
New Years Day (Observed): January 2

Martin Luther King Holiday: January 16

Lincoln's Birthday: February 17
Presidents' Day: February 20

Cesar Chavez Day: March 31

Spring Break: April 13 - 14

Memorial Day: May 29

Board Approved: May 16, 2016

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 16-14

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on April 25, 2016, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Phillip Yarbrough was not present at the board meeting; and

Whereas, the board has determined that Trustee Yarbrough’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Yarbrough shall be paid at the regular rate of compensation for the board meeting on April 25, 2016.

Dated this 16th day of May 2016.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees