

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Tuesday, May 31, 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 May 16, 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 Classified Staff by Board of Trustees
- 1.8 Recognition of Santiago Canyon College 2016 California Community College Athletic Association (CCCAA) State Softball Champions
- 1.9 Recognition of Faculty Member – Art Department, Santa Ana College
- 1.10 Presentation to 2015-2016 Student Trustee

## **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 Budget
- 2.8 Reports from Board Committee Chairpersons
  - Board Facilities Committee
  - Board Legislative Committee

## **3.0 INSTRUCTION**

- \*3.1 Approval of New Speech-Language Pathology Assistant Agreement - Speech and Motion, Inc. Action  
The administration recommends approval of the new agreement with Speech and Motion, Inc. in Irvine, California.
- \*3.2 Approval of New Occupational Therapy Assistant (OTA) Agreement - Child Development Institute Action  
The administration recommends approval of the new agreement with Child Development Institute in Woodland Hills, California.
- \*3.3 Approval of OTA Agreement Renewal – Advanced Therapy Center Action  
The administration recommends approval of the agreement renewal with Advanced Therapy Center in Torrance, California.

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

- \*3.4 Approval of OTA Agreement Renewal – Desert OT for Kids, Inc. Action  
The administration recommends approval of the agreement renewal with Desert OT for Kids, Inc. in Palm Desert, California.
- \*3.5 Approval of OTA Agreement Renewal – Eisenhower Medical Center Action  
The administration recommends approval of the agreement renewal with Eisenhower Medical Center in Rancho Mirage, California.
- \*3.6 Approval of OTA Agreement Renewal – Irvine Unified School District Action  
The administration recommends approval of the agreement renewal with Irvine Unified School District in Irvine, California.
- \*3.7 Approval of OTA Agreement Renewal – Providence Speech and Hearing Center Action  
The administration recommends approval of the agreement renewal with Providence Speech and Hearing Center in Orange, California.
- \*3.8 Approval of OTA Agreement Renewal – Upland Rehabilitation & Care Center Action  
The administration recommends approval of the agreement renewal with Upland Rehabilitation & Care Center in Upland, California.
- \*3.9 Approval of Pharmacy Technology Agreement Renewal – University of California (UCI), Irvine Medical Center Action  
The administration recommends approval of the agreement renewal with UCI Medical Center in Orange, California.
- \*3.10 Approval of Pharmacy Technology Agreement Renewal - Anaheim Regional Medical Center Action  
The administration recommends approval of the agreement renewal with Anaheim Regional Medical Center in Anaheim, California.
- \*3.11 Approval of Criminal Justice Academies Agreement Renewal: Orange County Law Enforcement Explorers Advisors Association Action  
The administration recommends approval of the agreement renewal with Orange County Law Enforcement Explorers Advisors Association in Tustin, California.
- \*3.12 Approval of JTS Services Master Cost Agreement Action  
The administration recommends approval of the Master Cost Agreement with JTS Services for 2016-2017 as presented.

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

- \*3.13 Approval of Metropolitan Water District of Southern California Master Cost Agreement Action  
The administration recommends approval of the Master Cost Agreement with Metropolitan Water District of Southern California for 2016-2017 as presented.
- \*3.14 Approval of Operating Engineers Training Trust Joint Apprenticeship and Training Committee Master Cost Agreement Action  
The administration recommends approval of Master Cost Agreement with Electrical Training Trust Joint Apprenticeship and Training Committee for 2016-2017 as presented.
- \*3.15 Approval of Orange County Electrical Training Trust Master Cost Agreement Action  
The administration recommends approval of the Master Cost Agreement with Orange County Electrical Training Trust for 2016-2017 as presented.
- \*3.16 Approval of Southern California Surveyors Master Cost Agreement Action  
The administration recommends approval of the Master Cost Agreement with Southern California Surveyors Joint Apprenticeship Training Committee for 2016-2017 as presented.
- 3.17 Approval of Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement Action  
The administration recommends approval of the Master Cost Agreement with Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee for 2016-2017 as presented.
- \*3.18 Approval of Five-Year Renewal of Continuing Education Component for Inmate Education Program with County of Orange Action  
The administration recommends approval of a five-year agreement of the continuing education component for the Inmate Education Program with the County of Orange effective July 1, 2016, through June 30, 2021.
- \*3.19 Approval of Second One-Year Extension/Amendment of Vocational Education Component/Agreement for Inmate Education Program with County of Orange Action  
The administration recommends approval of a second one-year extension of the vocational education components for the Inmate Education Program with the County of Orange through June 30, 2017.

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

- \*3.20 Approval of Designated Representative to Serve as Official RSCCD Representative on Rancho Santiago Adult Education Consortium for 2016-2017 Fiscal Year Action  
The administration recommends approval of Dr. Lori Fasbinder, Dean of Instruction and Student Services (Continuing Education), to serve as an official district representative on the Rancho Santiago Adult Education Consortium from July 1, 2016, through June 30, 2017.

#### **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 May 1 to May 15, 2016.
- \*4.3 Approval of Public Hearing – 2016-2017 Tentative Budget Action  
The administration recommends approval of holding a public hearing on the 2016-2017 Tentative Budget at the June 13, 2016, board meeting.
- \*4.4 Approval of Agreement for General Counsel Services – AlvaradoSmith Action  
It is recommended that the board approve the agreement with Alvarado-Smith for the period of June 1, 2016, through June 1, 2018, as presented.
- 4.5 This item was deleted.
- 4.6 This item was deleted.
- 4.7 This item was deleted.
- \*4.8 Approval of Agreement with Lentz Morrissey Architecture, Inc. for Architectural Services for Emergency Blue Phone and Americans with Disabilities (ADA) Path of Travel Upgrade Project at Various Sites Action  
The administration recommends approval of the agreement with Lentz Morrissey Architecture, Inc. for architectural services for the Emergency Blue Phone & ADA Path of Travel Upgrade Project at various sites as presented.
- \*4.9 Approval of Agreement with Marx/Okubo Associates, Inc. for District-wide Access Compliance Consulting Services for Various Sites Action  
The administration recommends approval of the agreement with Marx/Okubo Architects, Inc. for districtwide access compliance consulting services for various sites as presented.

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

- \*4.10 Approval of Agreement with Sillman Wright Architects for Districtwide Access Compliance Consulting Services for Various Sites Action  
The administration recommends approval of the agreement with Sillman Wright Architects for districtwide access compliance consulting services for various sites as presented.
- \*4.11 Approval of Agreement with Bernards for Constructability Review Services for Science Center at Santa Ana College (SAC) Action  
The administration recommends approval of the agreement with Bernards for constructability review for the Science Center at SAC as presented.
- \*4.12 Approval of Agreement with Bernards for Pre-Construction Services for Orange Education Center (OEC) Building Certification Project of Santiago Canyon College (SCC) Action  
The administration recommends approval of the agreement with Bernards for pre-construction services for the OEC building certification project of SCC as presented.
- \*4.13 Approval of Amendment to Agreement with WLC Architects, Inc. for Architectural and Engineering Services for U Portable Certification and Renovation Project at Santiago Canyon College Action  
The administration recommends approval of the amendment with WLC Architects, Inc. for architectural and engineering services for the U portable certification and renovation project at SCC as presented.
- \*4.14 Acceptance of Completion of Chiller Replacement Project at Building D at Santiago Canyon College Resolution No. 15-17 and Approval of Recording of Notice of Completion Action  
The administration recommends accepting the project as complete and approval of the filing of a Notice of Completion with the County as presented.
- \*4.15 Approval of California Multiple Award Schedule (CMAS) Contract #4-14-72-0057A to KYA Services, LLC Action  
The administration recommends approval of the district's participation in CMAS contract #4-14-72-0057A including renewals, extensions and supplements awarded to KYA Services, LLC as presented.
- \*4.16 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period April 10, 2016, through May 7, 2016.

\* 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:
- California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant II (District) \$ 165,200
  - Career Technical Education Data Unlocked Initiative (District) \$15,000,000
  - Sector Navigator – Information Communications Technology (ICT)/Digital Media (District) \$ 372,500
- \*5.2 Approval of Sub-Agreement between RSCCD and North Orange County Community College District/Cypress 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 Coast Community College District/Coastline Community College for 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.
- \*5.4 Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for 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.
- 5.5 Adoption of Board Policies Action  
The administration recommends adoption of the following new and revised policies:
- 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

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

5.6 Approval of Board Legislative Committee Recommendations Action

It is recommended that the board review and approve the Board Legislative Committee's recommendations on the following bills:

AB 1721 (Medina)	Student Financial Aid: Cal Grant Program
AB 1741 (Rodriguez)	California College Promise Innovation Grant Program
AB 1846 (Lopez)	Adult Education Block Grant Program
AB 1892 (Medina)	Student Financial Aid: Cal Grant C Awards
AB 1936 (Chavez)	Public Postsecondary Education: Residency: Dependents of Armed Forces Members
AB 2155 (Ridley-Thomas)	Teachers: Retirement: Full Time
AB 2222 (Holden)	Greenhouse Gas Reduction Fund: Transit Pass Program
SB 1314 (Block)	Cal Grant Program: Middle Class Scholarship Program: Community College Baccalaureate Degree Program Students

5.7 Board Member Comments Information

**RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Educational Administrator Appointments
    - (1) President
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association, Chapter 888

**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 Chancellor Salary Schedule
- Approval of Appointments
- Approval of Interim Assignments
- Ratification of Resignations/Retirements
- Approval of 2015-2016 Permanent Faculty Association of RSCCD (FARSCCD) Salary Schedules
- Approval of Part-time New Hires/Rehires

### 6.2 Classified Personnel Action

- Approval of Temporary to Contract Assignments
- Approval of Out of Class Assignments
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

### 6.3 Adoption of Resolution No. 16-15 authorizing payment to Trustee Absent from Board Meetings Action

This resolution requests authorization of payment to Raquel Manriquez for her absence from the May 16, 2016, board meeting due to illness.

## **7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on June 13, 2016.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**

**2323 North Broadway, #107**

**Santa Ana, CA 92706**

**Board of Trustees**

**(Regular meeting)**

**Monday, May 16, 2016**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Ms. Claudia Alvarez. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, and Ms. Nelida Mendoza Yanez. Mr. Jose Solorio and Mr. Phillip Yarbrough arrived at the time noted. Ms. Raquel Manriquez 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. Oscar Cortés, Student President, Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Hanna and seconded by Ms. Mendoza Yanez to approve a revised page and addendum for Item 6.1 (Management/Academic Personnel). The motion carried with the following vote: Aye –Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez.

The board president asked for a motion on Item 1.5 at this time.

1.5 Approval of Minutes

It was moved by Ms. Barrios and seconded by Mr. Labrado to approve the minutes of the meeting held April 25, 2016, with the following correction: *The motion to consider the appeals of student 1481481 and 1062275 were voted on separately in open session following the second closed session on April 25, 2016.* The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez.

#### 1.4 Public Comment

Mr. Kyle Ryan spoke regarding the lack of student trustee applicants who qualify for the position of student trustee under the new regulations of a 3.0 grade point average (GPA) in Administrative Regulation (AR) 2105 Selection and Regulations of Student Trustee.

Mr. Jose Solorio arrived at this time.

It was moved by Ms. Barrios and seconded by Ms. Mendoza Yanez to add discussion of the student trustee position to the agenda as an emergency item. Discussion ensued as to whether this item qualified as an emergency item to consider. Ms. Barrios tabled the motion since the chancellor was planning on including a report on the lack of a student trustee candidate during his report.

Mr. Brad Timmons spoke regarding Item 4.15 Request for Proposal (RFP) #1278 Integrated Waste Management Services.

Ms. Jagruti Patel spoke regarding public employee discipline.

#### 1.6 Approval of Consent Calendar

It was moved by Ms. Barrios and seconded by Ms. Mendoza Yanez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.15 (RFP #1278 Integrated Waste Management Services) removed from the Consent Calendar by Mr. Labrado. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

##### 3.1 Approval of Proposed Revisions for 2016-2017 Santa Ana College Catalog

The board approved the proposed revisions for the 2016-2017 SAC catalog.

##### 3.2 Approval of Academic Talent Search Residential Program Contract

The board approved the agreement between the University of California, Los Angeles, and the 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

The board approved the Santa Ana Beauty Academy renewal agreement to allow SCC to continue offering the Cosmetology, Esthetician, and Barbering program.

##### 4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

1.6 Approval of Consent Calendar (contd.)

- 4.2 Approval of Budget Increases/Decreases and Budget Transfers  
The board approved budget increases, decreases and transfers from March 25, 2016, to April 30, 2016.
- 4.3 Approval of Lease Agreement with LocalCutz  
The board approved the lease agreement with LocalCutz and authorized 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  
The board approved 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  
The board approved 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  
The board approved 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  
The board approved 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  
The board approved awarding Bid #1290 to Letner Roofing Company for Building T Roof Replacement at SCC as presented.
- 4.9 Rejection of Bid # 1283 for Building U Portables Certification at Santiago Canyon College  
The board rejected 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  
The board approved the agreement for Ellucian Identity Services between Ellucian and RSCCD as presented.

1.6 Approval of Consent Calendar (contd.)

4.11 Approval of Agreement with LiveSafe, Inc.

The board approved the agreement with LiveSafe, Inc. as presented.

4.12 Approval of Bid #1284 – Purchase of Vertical Mill & Tooling Lathe

The board accepted the bids and approved 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

The board accepted the bids and approved 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

The board accepted the bids and approved awarding Bid #1286 – Purchase of LaserStar Technologies Laser Welding Workstations & Accessories to LaserStar Technologies Corporation as presented.

5.1 Approval of Resource Development Items

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

- 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

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

1.6 Approval of Consent Calendar (contd.)

5.3 Approval of Sub-Agreement between RSCCD and Orange Unified School District for Global Trade and Logistics Deputy Sector Navigator Grant

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

5.4 Approval of Sub-Agreement between RSCCD and South Orange County Community College District/Irvine Valley College for Small Business Deputy Sector Navigator Grant

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

5.5 Approval of Sub-Agreement between RSCCD and Orange Unified School District for Small Business Deputy Sector Navigator Grant

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

5.6 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)

The board adopted Resolution No. 16-12 with the Office of Statewide Health Planning and Development and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.7 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)

The board adopted Resolution No. 16-13 with the Office of Statewide Health Planning and Development and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

1.7 Recognition of Students

The board recognized the following students in the SAC Upward Bound program: Mr. Moses Alcantara (in absentia), Mr. Christopher Camacho, Mr. Felix Camacho, Ms. Estefanie Mireles (in absentia), Mr. Uriel Oropeza, Ms. Jennifer Ramirez, and Ms. Diana Reyes; and the following students in the Santiago Canyon College Upward Bound Math and Science Program: Ms. Andrea Bolanos and Ms. Ambar Salmeron;

1.7 Recognition of Students (contd.)

and the following students in the SCC Phi Theta Kappa All California Academic Team: Ms. Christi Terry and Ms. Jessica Yerkes for their scholastic achievements, leadership, and service to the campus community and the Rancho Santiago Community College District.

Mr. Yarbrough arrived during the recognition of students.

It was moved by Mr. Yarbrough and seconded by Mr. Solorio to suspend the rules and hear the reports from the student presidents at this time since Mr. Cortés needed to leave early to study for final exams. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

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

1.7 Recognition of Students (contd.)

The board recognized Mr. Luis Terrones, a student in the SAC Upward Bound program, and Ms. Abigail De Rosas (in absentia), a student in the SCC Upward Bound Math and Science Program, for their scholastic achievements, leadership, and service to the campus community and the Rancho Santiago Community College District.

1.8 Adoption of Resolution No. 16-10 in Honor of Classified School Employee Week – May 15-21, 2016

It was moved by Ms. Mendoza Yanez and seconded by Ms. Barrios to adopt Resolution No. 16-10. Ms. Alvarez thanked the classified staff for their hard work. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

1.9 Presentation on the District's Water Conservation

Ms. Carrie Matsumoto provided a presentation on the district's water conservation. Board members received clarification on data related to the presentation from Ms. Matsumoto.

## **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

### 2.3 Report from Student Trustee

Ms. Raquel Manriquez, Student Trustee, was not in attendance due to illness.

### 2.4 Reports from Student Presidents

This item was heard after Item 1.7 (Recognition of Students).

### 2.5 Report from Classified Representative

There was no representation from 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 Informational Presentation on the May Revision of the Governor's Budget

Mr. Peter Hardash provided a presentation on the May Revision of the Governor's budget. Board members received clarification on data related to the presentation from Mr. Hardash.

### 2.8 Reports from Board Committee Chairpersons

Ms. Alvarez provided a report on the May 12, 2016, Board Executive Committee meeting.

Mr. Yarbrough provided a report on the May 12, 2016, Board Facilities Committee meeting

## 2.8 Reports from Board Committee Chairpersons (contd.)

Ms. Mendoza Yanez provided a report on the April 14 and May 5, 2016, Orange County Community Colleges Legislative Task Force meetings.

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to suspend the rules and hear Public Comments at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

### Public Comment

Mr. Kyle Ryan spoke regarding the State Chancellor's legal opinions relating to the eligibility requirements for an officer in the student government and the Education Code's eligibility requirements for a student trustee position.

## 3.0 INSTRUCTION

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

## 4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1 through 4.14 were approved as part of Item 1.6 (Consent Calendar).

### 4.15 Approval of RFP #1278 Integrated Waste Management Services

It was moved by Mr. Labrado and seconded by Mr. Yarbrough to postpone action on RFP #1278 Integrated Waste Management Services. Discussion ensued. A substitute motion was moved by Ms. Barrios and seconded by Mr. Solorio to postpone action on this item and refer it to the Board Facilities Committee for further review. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

Due to another commitment, Mr. Hanna left the meeting at this time.

## 5.0 GENERAL

Items 5.1 through 5.7 were approved as part of Item 1.6 (Consent Calendar).

### 5.8 First Reading of New and Revised Board Policies

The following policies were 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

It was moved by Mr. Solorio and seconded by Ms. Mendoza Yanez to adopt Resolution No. 16-11 and Order of Biennial Trustee Election and Specifications of the Election Order. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

5.10 Board Member Comments

Mr. Yarbrough apologized for arriving late to the board meeting.

Ms. Barrios asked that staff notify college staff/students that as of May 16<sup>th</sup> undocumented children are eligible for CalOptima.

Ms. Barrios indicated she is looking forward to attending the upcoming commencements.

Ms. Alvarez indicated she is pleased to see the students recognized at the board meeting. She encouraged board members to attend upcoming year-end events and reported that she plans to attend SAC's Upward Bound recognition ceremony on May 21 and SCC's College Assistance Migrant Program recognition ceremony on May 26. Ms. Alvarez reported that she recently attended the Mother/Daughter event hosted by the Puente program and the SAC Transfer celebration. She congratulated Mr. Steve Bautista as one of the five teachers selected as the community college teacher of the year by the Orange County Department of Education.

Ms. Alvarez reported she attended the retirement celebration for Dr. Martinez in the Martinez Centennial Garden at Santa Ana College on May 11. She thanked the groundskeepers for preparing the garden area and the students for their tile work in the garden.

Mr. Didion read the following into the record *“On the closed session agenda tonight is one matter of employee discipline. The employee has filed a written request with our department to have the charges heard in open session. The administration is proposing a 30-day suspension for a Science Laboratory Coordinator at Santiago Canyon College due to insubordination, unprofessional conduct and discourteous treatment of the public or fellow employees. The employee received a reprimand regarding behavior of this nature in October of last year. Since that time there have been several incidents where this discourteous and insubordinate behavior has been repeated. The employee has repeatedly demonstrated an unwillingness to remediate this behavior despite the reprimand and several subsequent meetings with management.”*

## **RECESS TO CLOSED SESSION**

The board convened into closed session at 7:58 p.m. to consider the following items:

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

The board reconvened at 8:41 p.m.

### **Closed Session Report**

Ms. Mendoza Yanez reported the board discussed public employment, labor negotiations, and public employee discipline/dismissal/release, and took no reportable action during closed session.

### **Public Comment**

There were no public comments.

## **6.0 HUMAN RESOURCES**

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

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

- Approve 2015-2016 Permanent Cabinet Salary Schedule
- Approve 2015-2016 Permanent Management Salary Schedule
- Approve Employment Agreements
- Approve New Job Descriptions
- Approve Adjusted Hourly Rate/1.55% Cost of Living Adjustment

6.1 Management/Academic Personnel (contd.)

- Approve Appointments
- Ratify Resignations/Retirements
- Approve Final Salary Placements
- Approve Association Released Times
- Approve Part-time New Hires/Rehires
- Approve Non-paid Intern Services

6.2 Classified Personnel

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

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

6.3 Approval of Employee Calendar 2016-2017

It was moved by Mr. Solorio and seconded by Mr. Yarbrough to approve the 2016-2017 Employee Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

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

It was moved by Mr. Solorio and seconded by Ms. Barrios to authorize payment to Phillip Yarbrough for his absence from the April 25, 2016, board meeting due to illness. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio, and a vote of abstention from Mr. Yarbrough.

**7.0 ADJOURNMENT**

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

There being no further business, Ms. Alvarez declared the meeting adjourned at 8:42 p.m.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: May 31, 2016

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of New SLPA Agreement – Speech and Motion, Inc.	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose. This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this new agreement with Speech and Motion, Inc., in Irvine, California.

Fiscal Impact:	None	Board Date: May 31, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

**Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College, a public educational agency, hereinafter called the “District” and, ***SPEECH & MOTION, INC***, hereinafter called the “Agency”.

PART I. **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

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

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

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

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

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

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

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

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

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

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

A. For the Program in General

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

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

#### **PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

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

##### **B. Confidentiality of Patient Records**

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Clinical Facility's protected health information, the Students and Instructors are defined as members of the Clinical

Facility's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

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

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

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder.

Insurance Carried by the District. District shall assure coverage of General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate covering personal injury, property damage, and general liability claims.

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

Upon request, Clinical Facility shall be provided a copy of said policy.

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

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

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

## **PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable

agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.

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

**PART VI PERIOD OF AGREEMENT**

- A. The term of this Agreement shall become effective on the date signed by District, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.

This Agreement shall immediately terminate if the District or the Clinical Facility's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

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

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

*Speech & Motion, Inc.  
2192 Martin, Suite 270  
Irvine, CA 92712*

\_\_\_\_\_ District

\_\_\_\_\_ Agency/Facility/Location

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

\_\_\_\_\_

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

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

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

To: Board of Trustees	Date: May 31, 2016
Re: Approval of a new OTA Agreement – Child Development Institute (CDI)	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this new agreement with the Child Development Institute (CDI) in Woodland Hills, California.

Fiscal Impact: None	Board Date: May 31, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# EDUCATIONAL AFFILIATION AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into by and between **Child Development Institute (CDI)**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV.**

**JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

B. Insurance:

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

**PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

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

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

**District: Rancho Santiago Community  
College District**  
\_\_\_\_\_

**Agency: Child Development Institute (CDI)**  
\_\_\_\_\_

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

**Child Development Institute (CDI)  
6340 Variel Avenue, Suite A  
Woodland Hills, CA 91367**

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

  
\_\_\_\_\_  
Tessa Graham, MS, MFT  
Director  
Clinical Programs

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

Date: April 04, 2016

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

To: Board of Trustees	Date: May 31, 2016
Re: Approval of OTA Agreement Renewal – Advanced Therapy Center	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with Advanced Therapy Center in Torrance, California.

Fiscal Impact: None	Board Date: May 31, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## **EDUCATIONAL AFFILIATION AGREEMENT**

### **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **Advanced Therapy Center**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

#### **PART I. BASIS AND PURPOSE OF AGREEMENT**

**WITNESSETH:**

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

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

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

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

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

#### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE**

##### **A. For the Program in General**

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

**B. For Program Planning**

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

**C. For Occupational Therapy Assistant Program Students**

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

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

**A. For the Program in General**

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

B. Insurance:

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

**PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

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

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

**District: Rancho Santiago Community  
College District**

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**Agency: Advanced Therapy Center**

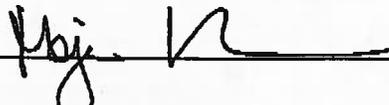
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**Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706**

**Advanced Therapy Center  
3475 Torrance Boulevard, Suite B-2  
Torrance, CA 90503**

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Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services



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Mojca Herman, MA, OTR/L, CHT  
Owner/Therapist

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

Date: 04/15/2016

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

To: Board of Trustees	Date: May 31, 2016
Re: Approval of OTA Agreement Renewal – Desert OT for Kids, Inc.	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with Desert OT for Kids, Inc. in Palm Desert, California.

Fiscal Impact: None	Board Date: May 31, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# EDUCATIONAL AFFILIATION AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into by and between **Desert OT for Kids, Inc.**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

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

**B. For Program Planning**

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

**C. For Occupational Therapy Assistant Program Students**

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

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

**A. For the Program in General**

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV.**

**JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

B. Insurance:

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

**PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

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

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

**District: Rancho Santiago Community  
College District**

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

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Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

**Agency: Desert OT for Kids, Inc.**

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**Desert OT for Kids, Inc.  
77564 Country Club Drive, Suite 340  
Palm Desert, CA 92211**

*Terrie T. Peña*

---

Terrie T. Peña  
Operations Manager

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

Date: 04-27-2016

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

To: Board of Trustees	Date: May 31, 2016
Re: Approval of OTA Agreement Renewal – Eisenhower Medical Center	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for three (3) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with Eisenhower Medical Center in Rancho Mirage, California.

Fiscal Impact: None	Board Date: May 31, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## **AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT (“Agreement”)** is made and entered into as of April 25, 2016 (the “Effective Date”) between Rancho Santiago Community College District, on behalf of Santa Ana College (“School”), and Eisenhower Medical Center, a California nonprofit public benefit corporation (“Hospital”).

### **RECITALS:**

A. School offers to enrolled students an educational program in the field of healthcare.

B. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a hospital facility.

C. Hospital has agreed to undertake training activities and to make its facilities (the “Facility”) available to identified students of School for such purposes.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### **1. RESPONSIBILITIES OF SCHOOL.**

1.1. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Facility (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

1.1.1. orientation of students to the clinical experience at Facility;

1.1.2. provision of classroom theory and practical instruction to students prior to their clinical assignments at Facility;

1.1.3. preparation of student/patient assignments and rotation plans for each student and coordination of same with Facility;

1.1.4. continuing oral and written communication with Facility regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

1.1.5. supervision of students and their performance at Facility;

1.1.6. communicating and advising students on their responsibility for complying with Hospital’s rules, regulations, policies, and procedures.

1.1.7. participation, with the students, in Facility's Quality Assurance and related programs; and

1.1.8. performance of such other duties as may from time to time be agreed to between School and Facility.

All students, faculty, employees, agents and representatives of School participating in the Program while on Facility premises ("Program Participants") shall be accountable to Facility management staff. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement, as well as, any rules and regulations governing Program Participants that are mutually agreed upon by School and Hospital. School shall also provide Hospital with evidence of appropriate education, experience and competence of Program participants. In addition school shall assure that students meet the requirements of Exhibit A, attached hereto and fully incorporated by this reference.

## **2. RESPONSIBILITIES OF HOSPITAL.**

2.1. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Facility. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Facility shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Facility and responsibility for patient care.

2.2. Upon the request of School, Facility shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

3.1. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

3.2. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

## **4. WITHDRAWAL OF PROGRAM PARTICIPANTS.**

4.1. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

4.2. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Facility when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.1. above, it is understood that only School can dismiss the Program Participant from the Program at Facility.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

7.1. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Facility's patients, costs, or treatment methods developed by Hospital for the Facility, and which is not otherwise available to the public.

7.2. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other

provision of this Agreement, immediately terminating this Agreement upon written notice to School.

**7.3. Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Facility patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Facility and Facility's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Facility's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

**7.4. Privacy of Health Information.** School acknowledges that Facility must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 160.103, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Facility patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Facility patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Facility patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to

whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Facility patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Facility patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Facility patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School, Hospital or Facility by virtue of this Subsection.

**7.5. Audit.** School shall, within five (5) business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

**7.6. Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.** School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, workers compensation and employers liability insurance and professional liability insurance (such coverage to include, without limitation, claims based on a violation of Subsection 7.4. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits acceptable to the other party. Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon Hospital's request, School shall provide a certificate of insurance evidencing such coverage and naming Hospital as an additional insured.

9. **TERM; TERMINATION.**

9.1. **Term.** The initial term of this Agreement shall be for three (3) years, commencing on the Effective Date. This Agreement may be renewed through the mutual agreement of the parties.

9.2. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Facility, such completion not to exceed three (3) months.

9.3. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Facility agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **INDEMNIFICATION.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.4. by School, Program Participants, School's agents or subcontractors. School shall indemnify and hold Hospital harmless from all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from the negligence of School, Program Participants, School's agents or subcontractors. Hospital agrees to indemnify, defend and hold harmless, School against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from the negligence of Hospital.

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Riverside County, California, in accordance with the rules of commercial arbitration of the Judicial Arbitration and Mediation Service and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

14. **ATTORNEY'S FEES.** In the event any attorney is engaged by either party to this Agreement with regard to any legal action, arbitration, or other proceeding brought by either party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party, whether at trial or upon appeal, will be entitled to recover reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

16. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

17. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of California. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

18. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

19. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed to the other party at their last known address.

20. **AUTHORITY.** The undersigned representative acknowledges and warrants that he/she has the authority to bind the entity School.

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

**EISENHOWER MEDICAL CENTER**

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

Name: Martin J. Massiello

Title: EVP/COO

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

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT, ON BEHALF OF SANTA ANA COLLEGE**

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

Name: Peter J. Hardash

Title: Vice Chancellor

Business Operations & Fiscal Services

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

## EXHIBIT A

### HOSPITAL STANDARDS

The "individuals" referred to herein will be applicable to individuals who are the subject of the Agreement, whether they are students, contractors or agency placements. The boxes marked on this Exhibit shall include those standards that are applicable to the Agreement, and the responsibility for the cost of meeting the standards.

**1. Physical Examination.** If requested by Hospital, a written statement by a person lawfully authorized to perform the examination stating the individual is physically capable of performing the essential functions of the job and is free of infectious diseases. This health examination must be performed within two (2) years prior to an assignment at Hospital.

**2. Tuberculosis Screening.** If requested by Hospital, the individual will have a Tuberculosis (TB) skin test (aka PPD or Mantoux) that is read and documented as "negative" within one (1) year of assignment to Hospital. The individual will provide documentation that the individual has had a 2-step TB skin test. If the individual has a documented "positive" TB skin test, the individual must have a clear chest x-ray (defined as negative for active tuberculosis) within two (2) years of assignment to Hospital. Individuals assigned to Hospital for more than one (1) year shall have an annual TB skin test if requested by Hospital.

**3. Required Immunizations:**

**(a.) Measles, Mumps, Rubella and Varicella.** If requested by Hospital, the individual must be able to demonstrate immunity to Measles, Mumps, Rubella, and Varicella through laboratory serology testing. If the individual does not have immunity to Measles, Mumps, Rubella, and Varicella, the individual is required to receive the immunization/vaccination prior to the assignment to Hospital and submit a proof of the immunization/vaccination record signed by a qualified provider.

**(b.) Hepatitis B.** If requested by Hospital, the individual must be able to demonstrate immunity to Hepatitis B. If the individual does not have immunity to Hepatitis B, the individual has the option to receive the Hepatitis B immunization/vaccination or to sign a declination form.

**NOTE:** Hospital shall not be responsible for providing any immunization or vaccination to the individual.

**4. Other Immunizations:**

**(a.) Tetanus-Diphtheria-Pertussis (TDaP).** If requested by Hospital, the individual must be able to submit proof or record of the TDaP immunization/vaccination signed by a qualified provider. If the individual has not received the TDaP vaccination, the individual has the option to receive the TDaP immunization/vaccination or to sign a declination form.

**(b.) Influenza (Flu Shot).** If requested by Hospital, the individual must be able to submit proof or record of the Influenza immunization/vaccination signed by a qualified provider. If the

individual has not received the Influenza vaccination within the timeframe designated by Hospital, the individual has the option to receive the Influenza immunization/vaccination or to sign a declination form and follow the policy as set by the hospital during the flu season.

**5. Drug Screen.** If requested by Hospital, evidence of Ten-Panel Urine Drug Screen within the last year must be performed before taking assignment at Hospital. The individual may not begin their assignment before drug screen test results are known. If the drug test results indicate the presence of drugs not verified by a Medical Review Officer (MRO), this will disqualify the individual for assignment with Hospital and no expense will be incurred by Hospital.

**6. Respiratory Mask Fitting.** If requested by Hospital, the individual must complete the respiratory mask fitting for the Tecno-PFR95.

**7. Background Screening.** If requested by Hospital, the individual must complete a criminal background screening. The screening shall meet the requirements of the Department of Justice and reveal any misdemeanor or felony convictions. Exceptions include minor traffic violations, a misdemeanor conviction for marijuana-related offense that is more than 2 years old or any felony or misdemeanor conviction that has been sealed, expunged, judicially dismissed or otherwise legally eradicated.

**8. Dress Code.** The individual shall dress in accordance with the Dress Code policy as required by Hospital. Marking this box indicates understanding and agreement of the parties.

**9. Licensure.** The individual, as applicable, shall provide evidence of current licensure, certification or registration as well as any other professional certifications required for practice, if requested by Hospital.

**10. Orientation.** The individual shall participate in an initial orientation provided by Hospital as applicable to provided services including an in-service in fire safety and infection control.

**11. Experience.** If requested by Hospital, proof of one (1) year of prior similar work experience.

**12. Documentation.** Proof of compliance with applicable immigration laws and maintenance of I-9 documentation, if requested by Hospital.

**13. References.** A minimum of two (2) references familiar with skills and abilities, if

requested by Hospital.

**14. Communication.** Must be able to speak, write and read the English language sufficiently to perform the functions of the designated position.

**15. Costs of Screening.** If any cost is associated with complying with any of the standards marked, the cost will be assumed by:

Individual

Hospital

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

To: Board of Trustees	Date: May 31, 2016
Re: Approval of OTA Agreement Renewal – Irvine Unified School District	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with Irvine Unified School District in Irvine, California.

Fiscal Impact: None	Board Date: May 31, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## **EDUCATIONAL AFFILIATION AGREEMENT**

### **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **Irvine Unified School District**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

#### **PART I. BASIS AND PURPOSE OF AGREEMENT**

**WITNESSETH:**

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

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

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

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

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

#### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE**

##### **A. For the Program in General**

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

B. Insurance:

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

**PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

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

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

**District: Rancho Santiago Community  
College District**

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**Agency: Irvine Unified School District**

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

**Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604**

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



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**Eamonn O'Donovan  
Assistant Superintendent  
Human Resources**

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

Date: 04-20-2016

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

To: Board of Trustees	Date: May 31, 2016
Re: Approval of OTA Agreement Renewal – Providence Speech and Hearing Center	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with Providence Speech and Hearing Center in Orange, California.

Fiscal Impact: None	Board Date: May 31, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## **EDUCATIONAL AFFILIATION AGREEMENT**

### **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **Providence Speech and Hearing Center**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

#### **PART I. BASIS AND PURPOSE OF AGREEMENT**

**WITNESSETH:**

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

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

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

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

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

#### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE**

##### **A. For the Program in General**

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

**B. For Program Planning**

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

**C. For Occupational Therapy Assistant Program Students**

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

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

**A. For the Program in General**

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV.**

**JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

B. Insurance:

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

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

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

**District: Rancho Santiago Community  
College District**

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

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

**Agency: Providence Speech and Hearing  
Center**

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**Providence Speech and Hearing Center  
1301 West Providence Avenue  
Orange, CA 92868**

  
**Colleen Brown  
Human Resources Assistant**

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

Date: 05-03-2016

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

To: Board of Trustees	Date: May 31, 2016
Re: Approval of OTA Agreement Renewal – Upland Rehabilitation & Care Center	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with Upland Rehabilitation & Care Center in Upland, California.

Fiscal Impact: None	Board Date: May 31, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# **EDUCATIONAL AFFILIATION AGREEMENT**

## **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **Upland Rehabilitation & Care Center**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### **PART I. BASIS AND PURPOSE OF AGREEMENT**

**WITNESSETH:**

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

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

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

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

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

### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE**

#### **A. For the Program in General**

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

**B. For Program Planning**

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

**C. For Occupational Therapy Assistant Program Students**

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

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

**A. For the Program in General**

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Insurance:

**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

**PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

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

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

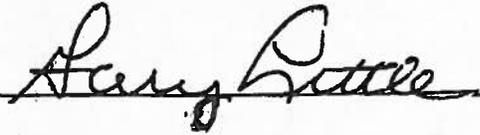
**District: Rancho Santiago Community  
College District**  
\_\_\_\_\_

**Agency: Upland Rehabilitation & Care Center**  
\_\_\_\_\_

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

**Upland Rehabilitation & Care Center  
1221 East Arrow Highway  
Upland, CA 91785**

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

  
\_\_\_\_\_  
Gary Little  
Administrator

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

Date: 04-15-2016

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Pharmacy Technology Agreement Renewal – University of California, Irvine Medical Center	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement renewal covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement will continue for three (3) years from the date of signature by both parties. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. The agreement carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with the University of California, Irvine Medical Center in Orange, California.

Fiscal Impact:	None	Board Date: May 31, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**ALLIED HEALTH SCIENCES EDUCATION AGREEMENT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
SANTA ANA COLLEGE/RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This Agreement is made and entered into this 31st day of May 2016, in the State of California by and between Santa Ana College/Rancho Santiago Community College District, hereinafter called "AFFILIATE", and The Regents of the University of California, a Constitutional Corporation, on behalf of the University of California, Irvine (hereafter referred to as "UNIVERSITY").

**WITNESSETH**

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine, School of Medicine, fully accredited for training graduate and undergraduate students, hereinafter referred to as "SCHOOL"; and

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine Medical Center, a fully accredited and duly licensed acute care hospital facility, hereinafter referred to as "MEDICAL CENTER"; and

WHEREAS, the AFFILIATE conducts approved programs in health sciences education which require clinical experiences for students enrolled in said programs; and

WHEREAS, it is to the benefit of both AFFILIATE and UNIVERSITY that students enrolled in AFFILIATE's health sciences programs have opportunities for clinical experience to enhance their capabilities;

NOW, THEREFORE, the AFFILIATE and UNIVERSITY do covenant and agree as follows:

**I. TERM AND PROGRAM DETAILS**

- A. This Agreement shall become effective as of that commencement date specified in Paragraph 1, and shall continue in effect for a maximum of 3 (three) years unless terminated by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before six months after receipt of said notice, except that this Agreement may be terminated at any time upon written mutual consent by the AFFILIATE and the UNIVERSITY.
- B. The agreement covers only the program which has been approved by the UC Irvine Allied Health Committee, named Pharmacy Technology Program (UCI#1047).
- C. The program purpose approved by the UC Irvine Allied Health Committee is to train graduates to work in most settings including hospital, retail, and compounding pharmacies.
- D. The maximum number of student participants in the program at any given time shall be 6 per year.

- E. The physical facilities to be used and costs thereof, as stated in the original application approved by the UC Irvine Allied Health Committee, shall be UC Irvine Medical Center 101 The City Dr. South Orange, Ca. 92868.
- F. For purposes of scheduling the training experience, the time of facility availability shall be M-F, 7 am – 10 pm, subject to terms V.E-G.

**II. STATUS OF HEALTH SCIENCES STUDENTS**

- A. AFFILIATE's health sciences students shall have the status of learners and shall not be considered to be UNIVERSITY employees, nor shall they be intended to replace MEDICAL CENTER staff. Clinical experience will be conducted as a laboratory learning experience.
- B. Health sciences students are subject, during their clinical experience assignment, to applicable UNIVERSITY regulations and must conform to the same standards as are set for UNIVERSITY employees in matters relating to the welfare of patients and general MEDICAL CENTER operation.
- C. **UNIVERSITY requires a background check via LiveScan. The results must be sent to the UNIVERSITY Educational Coordinator responsible for the program.**

**III. COMPENSATION**

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STUDENTS.

**IV. NON-DISCRIMINATION**

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, citizenship, or service in the uniformed services.

**V. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE MEDICAL CENTER AND SCHOOL**

- A. The Director of Purchasing and Risk Services is authorized to approve Allied Health Programs to be conducted at the MEDICAL CENTER upon the recommendation of the Dean of the SCHOOL, except in areas of authority delegated to the Academic Senate by the Standing Orders of the Regents.
- B. Each program will have a UNIVERSITY staff member, approved by his/her supervisor, who will function as Education

Coordinator for use of MEDICAL CENTER facilities for clinical experience of AFFILIATE's health sciences students, including joint planning with representatives of all involved services. Responsibilities of coordinator will also include scheduling of student rotations, and in cases where not provided by AFFILIATE, supervision and instruction while at the MEDICAL CENTER.

- C. The SCHOOL faculty and staff may participate in the educational program, (i.e., clinical instruction) on request of the AFFILIATE's instructor and approval of appropriate SCHOOL supervisor.
- D. Students enrolled in AFFILIATE's health sciences educational programs conducted at the MEDICAL CENTER will be permitted to use such MEDICAL CENTER supplies and equipment as are determined by MEDICAL CENTER to be made available to perform the patient care services which are necessary to meet the clinical experience requirements of the student's educational program.
- E. Service facilities (i.e., conference rooms, parking and cafeteria) at the MEDICAL CENTER will be made available to AFFILIATE's health sciences students and faculty at such times and to the extent approved by the MEDICAL CENTER's authorized officer.
- F. Educational facilities of the SCHOOL will be made available to AFFILIATE's health sciences students and faculty at such times and to the degrees approved by the Dean of the SCHOOL, and in accord with established policy of the MEDICAL CENTER.
- G. In his/her sole discretion, the Director of the MEDICAL CENTER may refuse access to clinical areas in the MEDICAL CENTER to AFFILIATE's health sciences student(s) or faculty in the event that AFFILIATE's health science student(s) or faculty member(s) violate UNIVERSITY or MEDICAL CENTER rules and regulations.
- H. UNIVERSITY has the right to request that the AFFILIATE withdraw from the MEDICAL CENTER any student who the UNIVERSITY and AFFILIATE determine is not performing satisfactorily or is not complying with the UNIVERSITY's policies, procedures, or regulations. Such request must be in writing and include a detailed statement of the reasons why the UNIVERSITY requests that the student be withdrawn. The AFFILIATE shall comply with all requests within five (5) days of receipt. Notwithstanding the foregoing provision, in the event of an emergency or if any student represents a threat to patients' safety or fails to meet UNIVERSITY standards for health, safety, cooperation or ethical behavior, the UNIVERSITY

may immediately exclude the student from the clinical areas of the MEDICAL CENTER until final resolution of the matter with the AFFILIATE.

**VI. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AFFILIATE**

- A. The AFFILIATE will assume full responsibility for offering health science education programs accredited by the appropriate accrediting body.
- B. The AFFILIATE will initiate the development of an instructional program acceptable to both the AFFILIATE and the UNIVERSITY for using the MEDICAL CENTER and/or SCHOOL faculty, staff, resources, and facilities to meet the educational goals of the prescribed curriculum. The program will be made available to the Education Coordinator at a time agreed upon by said coordinator and the designated representative of the AFFILIATE not less than ninety (90) days prior to the beginning of the proposed program. The proposed program will be revised at the request of the MEDICAL CENTER's Director or SCHOOL's Dean in instances of conflict with MEDICAL CENTER's patient care responsibilities and/or SCHOOL's education, research and training programs.
- C. Prior to the beginning of each training period, the AFFILIATE or a designated representative shall provide the Education Coordinator with a list of the student's names and addresses for that training period.
- D. The AFFILIATE will provide the Education Coordinator with a copy of the approved curriculum for each course of study covered by this Agreement prior to the start of the clinical experience.
- E. The AFFILIATE will provide a member of the AFFILIATE faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the clinical education program with UNIVERSITY faculty and staff.
- F. Both parties will cooperate in providing orientation for AFFILIATE's faculty members to familiarize them with MEDICAL CENTER policies, practices, and facilities before assigning AFFILIATE's to institutional duties at the MEDICAL CENTER.
- G. The AFFILIATE'S faculty will be responsible for learning and observing the regulations of both AFFILIATE and MEDICAL CENTER as they apply to the circumstances of clinical teaching.
- H. The AFFILIATE will provide name badges designating student status and assure that patients are made fully aware of the student status.

- I. The AFFILIATE shall have the privilege of regularly scheduled meetings with appropriate MEDICAL CENTER and/or SCHOOL staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.
- J. AFFILIATE shall certify to UNIVERSITY at the time each student first reports to the MEDICAL CENTER that the student complies with the AFFILIATE's requirements for immunizations and tests, including, but not limited to, an annual health examination, rubella, DT, tuberculin skin test and chest x-ray if determined appropriate by the AFFILIATE. AFFILIATE shall certify to UNIVERSITY that each student has completed JCAHO and HIPAA training requirements.

**VII. INDEMNIFICATION**

- A. AFFILIATE shall defend, indemnify and hold 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 from 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 AFFILIATE, its officers, agents, or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees, students, 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 UNIVERSITY, its officers, agents, or employees.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

**VIII. INSURANCE**

A. AFFILIATE at its sole cost and expense, shall cover its activities and maintain insurance and/or program of self-insurance in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- |     |  |             |
|-----|--|-------------|
| (a) | Each Occurrence  | \$2,000,000 |
| (b) | General Aggregate (Not applicable to the Comprehensive form) | \$5,000,000 |

Such insurance shall be written on an occurrence based form. Claims-made policies will not be accepted.

2. Professional Medical and Hospital Liability Insurance with limits as follows:

- |     |                   |             |
|-----|-------------------|-------------|
| (a) | Each Occurrence   | \$2,000,000 |
| (b) | General Aggregate | \$5,000,000 |

If such insurance is written on a claims made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.

4. Workers' Compensation and Employers Liability Insurance in a form and amount covering AFFILIATE'S full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section A.(1), (2) (3) shall not in any way limit the liability of AFFILIATE. The coverages referred to under (1), of this Section A. shall be endorsed to include UNIVERSITY as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the

negligent acts or omissions of AFFILIATE, its officers, agents, employees. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. AFFILIATE shall provide advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverages.

B. Students of the AFFILIATE will be covered by professional liability/malpractice insurance which each student must maintain as a prerequisite for participating in the clinical training program at the Medical Center. This insurance shall be considered primary. Students must provide certificates of insurance verifying coverage and limits before participating in the program.

C. UNIVERSITY at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Insurance Program with limits as follows:

(a)	Each Occurrence	\$2,000,000
(b)	General Aggregate	\$5,000,000
  
2. Professional Medical and Hospital Liability Insurance with limits as follows:

(a)	Each Occurrence	\$2,000,000
(b)	General Aggregate	\$5,000,000
  
3. Business Automobile Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.
  
4. Workers' Compensation and Employers Liability equivalent Insurance Program covering UNIVERSITY's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
  
5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section B.(1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. The coverages referred to under (1), of this Section B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the

negligent acts or omissions of UNIVERSITY, its officers, agents, employees. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. UNIVERSITY shall provide advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

**IX. REQUIRED NOTICES**

Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to the AFFILIATE shall be addressed and mailed as follows:

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

B. Notice to UNIVERSITY shall be addressed and mailed in triplicate as follows:

Melanie Joe  
Chief Pharmacy Officer  
UC Irvine Health  
101 The City Dr. South  
Orange, Ca. 92868

Director  
Materiel & Risk Management  
University of California, Irvine  
250 Public Services  
Irvine, CA 92697-4350

Director  
Risk Management  
UCI Medical Center  
101 The City Dr. Rte 153  
Orange, CA 92868

**X. ENTIRE AGREEMENT**

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other Agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provisions waived, only by a writing signed by the parties.

**XI. AMENDMENTS**

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

**XII. USE OF PARTIES' NAME**

During the term of this Agreement, each party may use the other party's name to reference the business relationship created by this Agreement and to perform this Agreement, however, each party agrees that it will not use the other party's name in advertising, publicity or other promotional activity without the prior written approval of the other party. Each party agrees that it will not use the other party's word marks, seals, logos, or other trademarks without the prior written approval of the other party.

**XIII. INDEPENDENT CONTRACTOR STATUS**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

**XV. RESPONSIBILITY FOR OWN ACTS**

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

**XVI. AUTHORIZATION WARRANTY**

A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.

B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

**III. COOPERATION IN DISPOSITION OF CLAIMS**

A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.

B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

**THE REGENTS OF THE UNIVERSITY CALIFORNIA**

**AFFILIATE**

\_\_\_\_\_  
Brant Yancey  
Acting Director  
Purchasing and Risk Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services  
Rancho Santiago Community College District

\_\_\_\_\_  
Date

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Pharmacy Technology Agreement Renewal – Anaheim Regional Medical Center	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement renewal covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement will continue for two (2) years from the date of signature by both parties. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. The agreement carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with Anaheim Regional Medical Center in Anaheim, California.

Fiscal Impact:	None	Board Date: May 31, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** ("Agreement") is made and entered into as of April 15, 2016 (the "Effective Date") between Rancho Santiago Community College District on behalf of Santa Ana College ("School"), located at 1530 West 17<sup>th</sup> Street, Santa Ana, CA 92706, and AHMC Anaheim Regional Medical Center LP, a California limited partnership doing business as AHMC Anaheim Regional Medical Center ("Hospital").

### RECITALS:

A. School offers to enrolled students various healthcare education programs in the field of Pharmacy Technology (individually or collectively "Program").

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes within Hospital's capabilities and resources.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its Program at Hospital, which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
- (5) supervision of students and their performance at Hospital;
- (6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Orientation; Program Participant Statements.** School shall require each Program Participant to complete the self-learning Orientation Guidelines & Annual Update module, including the post test, and to sign and submit to Hospital's Education Department relevant forms, including a Statements of Responsibility and Orientation Acknowledgment, a Statement of Confidentiality, a Security Policy/Systems Access Request Form, and a Student Orientation Answer Sheet. Program Participants are to be directed to access the current versions of the foregoing at <http://www.anaheimregionalmc.com/Patients-Visitors-Contractors/For-Contractors.aspx>.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six (6) months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, as well as evidence of current influenza vaccination. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. Hospital has and shall retain at all times professional and administrative responsibility for services provided hereunder, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Program Participants under this Agreement.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual receive proper training on the basics of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and provide Hospital with evidence that such training has been completed satisfactorily by the individual. School shall make records of such training available to Hospital promptly, and without charge, upon Hospital's request. Further, prior to a faculty member's first assignment at Hospital, faculty member shall attend Hospital orientation and it shall be faculty member's responsibility to provide Hospital orientation to students on their first day of assignment at Hospital.

## 2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept, within its capabilities and resources, the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. It is acknowledged and understood by the parties that Hospital makes no representation or guarantee as to Hospital's ability to accommodate all, or any, of School's requests for rotations of students at Hospital. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

**4. WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

**5. INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

**6. NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

**7. CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates) and as may be required by applicable law, neither School nor any

Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School and Program Participants shall restrict access, use or disclosure of any patient or medical record information regarding Hospital patients to persons with a direct need for medical diagnosis, treatment or other lawful use permitted by any State or federal statutes or regulations governing the lawful access, use or disclosure of medical information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time. School shall notify Hospital in writing within three (3) days after School becomes aware of any breach of this Section 7.c.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy and security regulations as contained in 45 C.F.R. Parts 160 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 160.103, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for Hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted

by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five (5) business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 annual aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be

either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

**9. TERM; TERMINATION.**

a. **Term.** The term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall, and shall cause Program Participants to, either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **INDEMNIFICATION.** Each party shall defend, indemnify and hold the other party harmless from and against any and all liability and costs, including reasonable attorneys' fees, resulting directly or indirectly from the performance of its obligations hereunder by the indemnifying party, its students, representatives, agents or subcontractors. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be

determined and settled by arbitration in Orange County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

14. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

17. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School:                    Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706  
Attn: Business Operations and Fiscal Services

If to Hospital:                    AHMC Anaheim Regional Medical Center  
1111 W. La Palma Ave.  
Anaheim, CA 92801  
Attn: Chief Executive Officer

With a copy to: AHMC Healthcare Inc.  
55 South Raymond Ave., Suite 105  
Alhambra, CA 91801  
Attn: Legal Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all counterparts shall constitute but one and the same document.

20. **REGULATORY REFERENCES.** A reference in this Agreement to a section in any statute or regulation means the section as in effect or as amended.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO AFFILIATION AGREEMENT]

**SCHOOL:**

RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT on behalf of SANTA ANA COLLEGE

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

**HOSPITAL:**

AHMC ANAHEIM REGIONAL MEDICAL  
CENTER LP D/B/A AHMC ANAHEIM  
REGIONAL MEDICAL CENTER

By: \_\_\_\_\_  
Name: Patrick Petre  
Title: Chief Executive Officer

By: \_\_\_\_\_ 3/29/16  
Name: Phyllis L. Snyder, RN, BSN, PHN  
Title: Chief Nursing Officer

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Criminal Justice Academies Agreement Renewal: Orange County Law Enforcement Explorers Advisors Association	
Action:	Request for Approval	

**BACKGROUND**

Over the past fifteen (15) plus years, Santa Ana College and the Orange County Law Enforcement Advisors Association have shared in a partnership that provides quality and professional law enforcement training for southern California's youth who wish to become law enforcement explorers. The Law Enforcement Explorer programs are creating a pool of future law enforcement officers.

**ANALYSIS**

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement reflects the agency fee of \$2.70 per student contact hour. The renewal agreement has been reviewed by Dean Bart Hoffman and college staff. This agreement carries a cost not to exceed \$48,600 per fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with Orange County Law Enforcement Explorers Advisors Association in Tustin, California.

Fiscal Impact:	\$48,600 per FY	Board Date: May 31, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**With: Orange County Law Enforcement Explorer's Advisors Association**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July, 2016,  
by and between the Rancho Santiago Community College District, 2323 North  
Broadway, Santa Ana, California 92706-1640 (District) and the **Orange County Law  
Enforcement Explorer's Advisors Association** (Agency).

**RECITALS**

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

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

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

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

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

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

2. Student Attendance Records. Records of student attendance and  
achievement will be maintained by Agency. Records will be open for review at all times

by officials of the District and submitted on a schedule developed by the District.

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

4. Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

#### B. DISTRICT'S RESPONSIBILITIES

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

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum

qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 18,000 student contract hours or \$48,600 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services/Technology Division or the Assistant Dean of Criminal Justice Academies.

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

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

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

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

5. Term. This Agreement shall be in effect for the period of **July 1<sup>st</sup>, 2016** through **June 30<sup>th</sup>, 2021**, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

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

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

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

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

If to Agency:

Orange County Law Enforcement Explorer's Advisors Association  
15991 Armstrong Avenue  
Tustin, CA 92782

Attn: Greg Surrell

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the

respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

11. Insurance: Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

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

hereto on the day and year first written above.

Agency: Orange County Law Enforcement  
Explorer's Advisors Association

District: RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

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

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

Name: Greg Surrell

Name: Peter J. Hardash

Title: President

Title: Vice Chancellor of  
Business Operations/Fiscal Services

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

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

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

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1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.
  
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
  
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.
  
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

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

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

1) Training courses in the field of Explorer Training, including, but not limited to:

CJA 010D Explorer Training Academy

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College – Business & Career Technical Education

To: Board of Trustees	Date: May 31, 2016
Re: Approval of JTS Services Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going with JTS Services. Cosmetology is one of the apprenticeship programs the college offers relationship students in preparation for the California Department of Consumer Affairs, Board of Barbering and Cosmetology license. At the conclusion of the apprenticeship program, students receive a Certificate of Achievement in Cosmetology making them eligible for state licensure.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.46 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplemental Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with JTS Services for 2016-2017 as presented.

Fiscal Impact: Approximately, \$7,142 to RSCCD-SCC	Board Date: May 31, 2016
The RSCCD-SCC shall pay JTS Services an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$23,809.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
JTS SERVICES TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2016, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the JTS SERVICES, hereinafter referred to as JTS:

WITNESSETH:

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

**ARTICLE I - RECITALS**

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

Whereas, JTS has established a "unilateral apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

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

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

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

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

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

#### ARTICLE II - RESPONSIBILITIES OF RSCCD

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

#### ARTICLE III - RESPONSIBILITIES OF JTS

##### A. Instruction and Curriculum

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

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

**B. Facilities, Equipment and Supplies**

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

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2016) and will continue until the end of the fiscal year (June 30, 2017), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by JTS and performing services for their training committee shall be solely employees of JTS. JTS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay JTS an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the JTS Services, 1905 E. 17<sup>th</sup> St., #316, Santa Ana, CA, 92705, within sixty (60) days of receipt of final positive attendance hours and grades each semester.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

**To JTS:** JTS Services  
1905 E. 17<sup>th</sup> St., #316  
Santa Ana, CA 92705  
ATTN: John Sanders

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

JTS SERVICES

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

\_\_\_\_\_  
*John Sanders*  
John Sanders  
Chair, Cosmetology Apprenticeship  
Date: 04-15-16

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: May 31, 2016
Re: Approval of The Metropolitan Water District of Southern California Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.46 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Metropolitan Water District of Southern California for 2016-2017 as presented.

Fiscal Impact: Approximately, \$14,905 to RSCCD-SCC.	Board Date: May 31, 2016
The RSCCD-SCC shall pay the Metropolitan Water District an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$49,687.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

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

This Agreement made and entered into this 1st day of July, 2016, by and between:

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

**WITNESSETH:**

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

**ARTICLE I - RECITALS**

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

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

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

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

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

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

#### ARTICLE II - RESPONSIBILITIES OF RSCCD

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

#### ARTICLE III - RESPONSIBILITIES OF MWD

##### A. Instruction and Curriculum

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

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

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

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

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

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

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

- F. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
- G. This Agreement and the rights and duties there under shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - 1. Emergency conditions resulting from acts of God.
  - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide MWD with monthly accumulative reports indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

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

Approved by Governing Board

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

METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA

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

Date: 4/22/16

APPROVED AS TO FORM:

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

Date: 4/20/2016

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: May 31, 2016
Re: Approval of Operating Engineers Training Trust JATC Master Cost Agreement	
Action: Request Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC). The Operating Engineers Training Trust JATC is a formal training program for the heavy-duty repairers, heavy equipment operators, and plant equipment/rock, sand and gravel and special inspector engineer students. The purpose for these programs is to provide entry to journey level skills training to the Operating Engineers Training Trust JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Heavy-Duty Repairers, Heavy Equipment Operators, Plant Equipment/Rock, Sand and Gravel and Special Inspector Engineer.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.46 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Electrical Training Trust Joint Apprenticeship and Training Committee for 2016-2017 as presented.

Fiscal Impact: Approximately, \$43,599 to RSCCD-SCC. Board Date: May 31, 2016 The RSCCD-SCC shall pay Operating Engineers Training Trust Joint Apprenticeship and Training Committee an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$274,516.
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education
Submitted by: John Weispfenning, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
OPERATING ENGINEERS TRAINING TRUST JATC**

This Agreement, made and entered into this 1st day of July, 2016, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the OPERATING ENGINEERS TRAINING TRUST JATC, hereinafter referred to as OETTJATC:

**WITNESSETH:**

It is the intent of RSCCD and OETTJATC to enter into an agreement whereby RSCCD will reimburse OETTJATC for all instructional materials and curriculum development used by and for RSCCD indentured operating engineer apprentices.

**ARTICLE I - RECITALS**

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

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

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

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

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

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

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

#### ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will provide courses in related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. RSCCD shall arrange for utilizing the instructional staff employed by the OETTJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OETTJATC.
3. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

#### ARTICLE III - RESPONSIBILITIES OF OETTJATC

##### A. Instruction and Curriculum

1. OETTJATC will conduct classes and related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. OETTJATC will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD curriculum and the OETTJATC training committee standards.
3. OETTJATC shall provide manuals, instructional supplies, and other teaching aids necessary to instruct classes.
4. OETTJATC shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
5. OETTJATC shall provide clerical support to maintain training records.
6. OETTJATC instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to

maintain the minimum qualifications to teach college credit apprenticeship courses.

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

**B. Facilities, Equipment and Supplies**

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

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2016) and will continue until the end of the fiscal year (June 30, 2017), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OETTJATC and performing services for their training committee shall be solely employees of OETTJATC. OETTJATC will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OETTJATC an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Operating Engineers JATC, 2190 S. Pellissier Place, Whittier, CA 90601, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this

paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

To OETTJATC: Operating Engineers JATC  
2190 S. Pellissier Place  
Whittier, CA 90601  
ATTN: Administrator

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

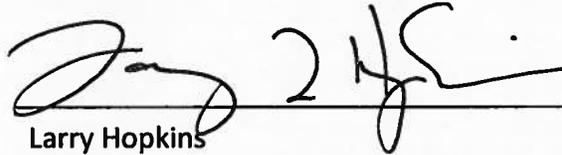


\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations/Fiscal Services

Approved by Governing Board:

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

OPERATING ENGINEERS JATC



\_\_\_\_\_  
Larry Hopkins  
Administrator

Date: April 6, 2016

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: May 31, 2016
Re: Approval of The Orange County Electrical Training Trust Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

The Rancho Santiago Community College Districts-Santiago Canyon College (RSCCD-SCC) receives \$5.46 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Orange County Electrical Training Trust for 2016-2017 as presented.

Fiscal Impact: Approximately, \$38,196 to RSCCD-SCC.	Board Date: May 31, 2016
The RSCCD-SCC shall pay Orange County Electrical Training Trust (OCETT) an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$240,494.	
Prepared by: Aracely Mora, Ed.D., Vice-President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Dr. Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
ORANGE COUNTY ELECTRICAL TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2016, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the ORANGE COUNTY ELECTRICAL TRAINING TRUST, hereinafter referred to as OCETT:

WITNESSETH:

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

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplement instruction for the apprentice electrician and electrical trainee in accordance with the provisions of the Labor Code Section 3070 et seq.

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

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

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

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

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

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

#### ARTICLE II - RESPONSIBILITIES OF RSCCD

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

#### ARTICLE III - RESPONSIBILITIES OF OCETT

##### A. Instruction and Curriculum

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

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

**B. Facilities, Equipment and Supplies**

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

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2016) and will continue until the end of the fiscal year (June 30, 2017), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OCETT and performing services for their training committee shall be solely employees of OCETT. OCETT will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OCETT an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Orange County Electrical Training Trust, 717 S. Lyon St., Santa Ana, CA 92705, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

**To OCETT:** Orange County Electrical Training Trust  
717 S. Lyon St.  
Santa Ana, CA 92705  
ATTN: Coordinator

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.

9. RSCCD agrees to provide OCETT with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

VL

Peter J. Hardash  
Vice Chancellor  
Business Operations/Fiscal Services

ORANGE COUNTY ELECTRICAL  
TRAINING TRUST

David A. R

David Lawhorn  
Coordinator

Approved by Governing Board:

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

Date: 4/13/16

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: May 31, 2016
Re: Approval of Southern California Surveyors Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.46 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Southern California Surveyors Joint Apprenticeship Training Committee for 2016-2017 as presented.

Fiscal Impact: Approximately, \$18,632 to RSCCD-SCC. Board Date: May 31, 2016
The RSCCD-SCC shall pay Southern California Surveyors Joint Apprenticeship Training Committee an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$117,314.
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education
Submitted by: John Weispfenning, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SOUTHERN CALIFORNIA SURVEYORS**

This Agreement, made and entered into this 1st day of July, 2016, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the SOUTHERN CALIFORNIA SURVEYORS, hereinafter referred to as SCS:

**WITNESSETH:**

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

**ARTICLE I - RECITALS**

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

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

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

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

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

SCC 16-010

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

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

#### **ARTICLE II - RESPONSIBILITIES OF RSCCD**

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

#### **ARTICLE III - RESPONSIBILITIES OF FUND/SCS**

##### **A. Instruction, Supplies and Curriculum**

1. SCS shall provide instructor, instructional supplies and materials, including but not limited to text and reference books and shall also provide the services of members of the SCS staff for the purpose of introducing the apprentices enrolled in the program to the functions of the SCS operations as they relate to the program. The cost of providing the specified instructional materials shall be included in the amount to be paid per clock hour of teaching time as set forth hereunder. No additional payments will be made by the RSCCD for instructional materials provided by the SCS.
2. SCS is responsible for the development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and in cooperation with the RSCCD, the selection and the training of teachers. SCS shall provide such coordinators as are required to implement and maintain the program as specified herein.

3. SCS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
4. SCS shall provide clerical support to maintain training records.
5. SCS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be instructors of record for RSCCD and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
6. SCS shall provide funds for and administer one (1) instructor workshop annually.
7. SCS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

**B. Facilities, and Equipment**

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

**ARTICLE IV - GENERAL PROVISIONS**

1. This Master Cost Agreement shall commence with the beginning of the fiscal year (July 1, 2016) and will continue until the end of the fiscal year (June 30, 2017). This agreement may be amended by mutual consent of the parties and may be terminated by either party provided that either party issues a written notification to the other party prior to May 1st, of the current agreement year. The cancellation will become effective on June 30<sup>th</sup> of the current agreement year.
2. All persons employed by SCS and performing services for their training committee shall be solely employees of SCS. SCS will be responsible for the

salaries and other benefits including Worker's Compensation of all such personnel.

3. RSCCD shall pay SCS an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Southern California Surveyors Joint Apprenticeship Committee, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College:            Santiago Canyon College  
   Apprenticeship Office  
   8045 E. Chapman Avenue  
   Orange, CA 92869  
   ATTN: Director

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

To SCS:                        Southern California Surveyors Joint Apprenticeship Committee  
   9480 Utica Ave., Suite 604  
   Rancho Cucamonga, CA 91730  
   ATTN: Administrator: Anthony Andrade

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

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

6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide SCS with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

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

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

SOUTHERN CALIFORNIA SURVEYORS

  
\_\_\_\_\_  
Anthony Andrade  
Administrator

Date: 4-21-2016

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: May 31, 2016
Re: Approval of the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.46 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Southwest Carpenters Training Fund (SCTF) and Southern California Carpentry Joint Apprenticeship and Training Committee (JATC) for 2016-2017 as presented.

Fiscal Impact: Approximately \$208,681 to RSCCD-SCC.	Board Date: May 31, 2016
The RSCCD-SCC shall pay Southwest Carpenters Training Fund and Southern California Carpentry JATC an amount equal to eighty-five (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$1,244,765.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**AND**

**SOUTHWEST CARPENTERS TRAINING FUND**

**AND**

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

This Agreement, made and entered into this 1st day of July, 2016, by and between:

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

**WITNESSETH:**

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

**ARTICLE I - RECITALS**

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

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

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

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of

race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

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

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

#### ARTICLE II - RESPONSIBILITIES OF RSCCD

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

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

##### A. Instruction and Curriculum

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

on-site work experience. These records shall be available to RSCCD and State of California.

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

**B. Facilities, Equipment and Supplies**

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

**ARTICLE IV - GENERAL PROVISIONS**

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2016) and will continue until the end of the fiscal year (June 30, 2017), unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by FUND/SCCJATC and performing services for FUND/SCCJATC shall be solely employees of FUND/SCCJATC and not employees of RSCCD. FUND/SCCJATC shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.

C. RSCCD shall pay FUND/SCCJATC an amount equal to eighty-five percent (85%) of the amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, 533 S. Fremont Ave., Suite 401, Los Angeles, California 90071-1706, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.

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

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

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

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

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

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

Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

- F. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
- G. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - 1. Emergency conditions resulting from acts of God.
  - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide SCCJATC with records indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

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

Approved by Governing Board:

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

SOUTHERN CALIFORNIA CARPENTRY JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE

  
\_\_\_\_\_  
Date: 4/6/16

SOUTHWEST CARPENTERS TRAINING FUND

  
\_\_\_\_\_  
Pat McGinn  
Date: 4/6/16

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

To: Board of Trustees	Date: 5/31/16
Subject: Approval of a Five-Year Renewal of the Continuing Education Component for the Inmate Education Program with the County of Orange	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District collaborates with the County of Orange Sheriff's Department to provide an Inmate Education Program in the Orange County Jails. The current agreement for the continuing education component expires June 30, 2016 and the County is requesting a new five-year agreement effective July 1, 2016 through June 30, 2021 (District contract # SCC 16-012; Sheriff contract # MA-060-16011781).

**ANALYSIS**

The continuing education component of the Inmate Education Program agreement with the County of Orange Sheriff's Department will be renewed for a five-year term effective July 1, 2016 through June 30, 2021. The continuing education component provides training services for up to 248,000 student attendance hours at an hourly rate of \$0.50

Dr. Lori Fasbinder, Dean of Instruction and Student Services, will serves as the project administrator.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the five-year agreement of the continuing education component for the Inmate Education Program with the County of Orange effective July 1, 2016 through June 30, 2021.

Fiscal Impact: None	Board Date: 5/31/16
Item Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Item Submitted by: John Weispfenning, Ph.D., President	
Item Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

SCC 16-012

**FIVE (5) YEAR AGREEMENT  
FOR CONTINUING EDUCATION CLASSES  
BETWEEN THE  
COUNTY OF ORANGE  
AND THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT**, hereinafter referred to as "Contract" is made and entered as of the date fully executed by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT", and the **COUNTY OF ORANGE**, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WITNESSETH**

**WHEREAS**, COUNTY desires to Contract with DISTRICT to provide continuing education classes to inmates within the COUNTY jails;

**WHEREAS**, COUNTY is agreeable to permitting DISTRICT to conduct continuing education classes within COUNTY facilities on the terms and conditions hereinafter set forth; and,

**NOW THEREFORE**, COUNTY and DISTRICT mutually agree as follows:

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**A. TERM:**

The term of this Agreement shall be for five (5) years, starting, July 1, 2016 through and including June 30, 2021, unless earlier terminated by either party in the manner set forth herein.

**B. OPTIONAL TERMINATION:**

COUNTY or DISTRICT may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

**C. COUNTY'S SERVICES AND RESPONSIBILITIES:**

1. COUNTY shall permit DISTRICT to provide continuing education classes for jail inmates.
2. COUNTY shall select and provide the jail facilities to be used by DISTRICT for continuing education classes. The names and addresses of the facilities are listed below:
  - a. Intake Release Center (IRC), 550 N. Flower St., Santa Ana, CA 92703
  - b. Central Men's Jail (CMJ), 550 N. Flower St., Santa Ana, CA 92703
  - c. Women's Jail (WJ), 550 N. Flower St., Santa Ana, CA 92703
  - d. Theo Lacy Facility (TLF), 501 The City Drive, Orange, CA 92868
  - e. James Musick Facility (JMF), 13502 Musick Rd., Irvine, CA 92618
  - f. Commissary Facility, 1530 S. State College Blvd., Anaheim, CA 92806
3. COUNTY shall ensure that the jail facilities used for classes are maintained properly.
4. COUNTY shall cooperate with DISTRICT in providing the appropriate and timely reporting of student attendance from courses offered under this Agreement.

**D. DISTRICT'S SERVICES AND RESPONSIBILITIES:**

1. DISTRICT shall be responsible for the Continuing Education inmate educational program conducted on site.
2. DISTRICT shall ensure that the instruction in the Continuing Education Inmate Education Program is under the immediate supervision and control of an employee of the DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
3. DISTRICT shall demonstrate control and direction of the Continuing Education Inmate Education Program through such appropriate actions as providing the instructor with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it

- would provide to its adjunct instructors on campus.
4. DISTRICT's minimum qualifications for instructors teaching these Continuing Education courses in the Inmate Education program are consistent with requirements in other similar courses given at the colleges or the District.
  5. DISTRICT's noncredit continuing education courses shall have been approved by the local curriculum committee as meeting Title 5 course standards, approved by the DISTRICT'S board of trustees and approved by the State Chancellor's Office.
  6. The courses of instruction which shall be taught under this Agreement are listed in the annual Santiago Canyon College Catalog.

### **Basic Skills**

*Basic Skills consists of a course, a course of study, or an organized sequence of courses to provide instruction for individuals in elementary and secondary-level reading, writing, computation and problem-solving skills in order to assist them in achieving their academic, vocational, and personal goals. Elementary-level is generally recognized to mean that where appropriate, the coursework addresses the content and proficiencies at levels through the eighth grade. Secondary level is generally recognized to mean that the coursework addresses the content and proficiencies at levels through the twelfth grade and may incorporate a high school diploma or high school equivalency. Courses to be offered include:*

***Adult Basic Education; Citizenship; English as Second Language Beginning 1-3 Multi Level; High School Equivalency Test Preparation, and Adult High School Diploma Program Individualized Instruction.***

### **Parenting Education**

*Parenting Education consists of a course, a course of study, or an organized sequence of courses specifically designed to offer lifelong education in parenting, child development and family relations in order to enhance the quality of home, family, career and community life. Courses to be offered include: **Effective Parenting***

### **Health and Safety**

*Health and Safety consists of a course, a course of study, or an organized sequence of courses, specifically designed to offer lifelong education to promote the health, safety and well-being of individuals, families and communities.*

*Courses to be offered include: Substance Abuse*

**Short-Term Career Technical Education (CTE)**

*Short-term CTE programs with high employment potential consists of a course of study, or an organized sequence of courses leading to a career technical objective, certificate or award that is directly related to employment. Courses to be offered may include:*

***Introduction to Computer Software Applications; Introduction to Keyboarding & Basic Windows; Introduction to Word Processing using MS Word; Introduction to Spreadsheets using Excel; Introduction to Databases using MS Access; Introduction to Electronic Presentation using PowerPoint; Institutional Food Preparation; Warehouse Worker***

7. DISTRICT shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. DISTRICT shall assure that the Continuing Education courses in the Inmate Education program, the faculty and the students are held to a level of rigor comparable to that of the other sections of continuing education courses offered within the DISTRICT.
8. DISTRICT shall claim state apportionment for student attendance generated in the classes covered by this Agreement. COUNTY shall not claim state apportionment for the same student attendance hours claimed by DISTRICT.

**E. RESPONSIBILITIES OF DISTRICT AND COUNTY:**

1. DISTRICT and COUNTY shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, or prior educational status or any other unreasonable basis for discrimination.
2. DISTRICT and COUNTY shall make available as appropriate support services such as counseling, guidance and placement assistance for the students.
3. DISTRICT and COUNTY shall determine the withdrawal procedures and documentation applicable to inmate students who seek to withdraw prior to completion of a course.
4. PROCEDURES, TERMS AND CONDITIONS: The enrollment period for the Continuing Education courses in the Inmate Education Program is determined by DISTRICT and is unique to this program. The inmate students do not pay enrollment fees for the Continuing Education courses. The DISTRICT

determines the number of class hours sufficient to meet the stated performance objectives. COUNTY and DISTRICT will supervise and evaluate student progress.

**F. SECURITY REQUIREMENTS:**

1. All personnel to be employed in performance of the work under this Contract shall be subject to an Orange County Sheriff-Coroner Department Security Clearance. Clearances must be updated and renewed according to the Orange County Sheriff's Department Security Clearance policy.
2. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
3. Contractor shall be responsible for ensuring to submit updated Security Clearance forms in order to renew the Security Clearance. Updated forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance. A security clearance is valid for 12 months from the date of issuance.
4. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
5. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
6. **POTENTIAL DELAYS/INTERRUPTIONS:**
  - a. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
  - b. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

- c. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
- d. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
- e. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
- f. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

**G. PAYMENT:**

- 1. DISTRICT shall pay COUNTY for the services as listed in Section C, Fifty Cents (\$0.50) per student attendance hour, up to a maximum of 248,000 hours per fiscal year.
- 2. The Five (5) year Short-Term CTE Education Agreement between DISTRICT and COUNTY, executed by the Board of Supervisors at the same time as this Agreement, allows for reimbursement to COUNTY of up to a specified number of instruction hours per year. Should COUNTY not maximize the annual hours from Short-Term CTE Education Contract, this Agreement shall allow DISTRICT to reimburse COUNTY, fifty cents (\$0.50) per continuing education student attendance hour over the 248,000 hour limit, as referenced in Subsection 1 of this Section, up to the unused balance of the Short-Term CTE Education instruction hours.
- 3. COUNTY shall invoice DISTRICT quarterly. The quarterly payments shall be based on a statement prepared by COUNTY, listing the total student attendance hours for the previous quarter.
- 4. DISTRICT shall maintain necessary records to log students attendance hours related to the usage of classrooms.
- 5. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, adopted by the Board of Supervisors through Minute Order dated October 27, 1992 and incorporated in this Agreement as Attachment A.

6. COUNTY shall charge DISTRICT late payment penalties in accordance with COUNTY Billing Policy.

**H. NOTICES:**

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

**DISTRICT:** Rancho Santiago Community College District  
Santiago Canyon College-Continuing Education Division  
Orange Education Center  
1465 North Batavia Street  
Orange, CA 92867-3504  
Attn: Vice President of Continuing Education

**COUNTY:** County of Orange  
Sheriff-Coroner Department  
Inmate Services Division-Correctional Programs Unit  
1530 South State College  
Anaheim, CA 92806  
Attn: Administrative Manager Correctional Programs

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

**I. STATUS OF COUNTY AND DISTRICT:**

COUNTY is, and shall at all times be deemed to be an independent Contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY, or any of COUNTY's agents or employees. COUNTY, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

DISTRICT is, and shall at all times be deemed to be an independent Contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY, or any of DISTRICT's agents or employees. DISTRICT, its agents and employees shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees

**J. ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement

between the Parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

**K. CERTIFICATION BY DISTRICT:**

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

**L. CERTIFICATION BY COUNTY:**

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

**M. INSURANCE:**

DISTRICT AND COUNTY agree that the following Insurance requirements are reciprocal and that DISTRICT and COUNTY shall each comply with them. Any and all of these requirements may be met by Self-Insurance and the DISTRICT or COUNTY shall provide Verification letter of Self Insurance upon request.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expenses and to deposit with the COUNTY certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$25,000 for Automobile Liability), which shall specifically be approved by the County Executive Office (CPO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIR's) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The Policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the State of California, CPO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 Per Occurrence

All liability insurance, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (Except Worker's Compensation/Employer's Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the certificate of insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WIRTTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a server ability of interest clause. The Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Worker's Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provision and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Worker's Compensation insurance and Employer's Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CPO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not construe to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

**N. INDEMNIFICATION:**

COUNTY, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of DISTRICT or any of its officers or employees.

DISTRICT shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and DISTRICT shall defend at its expense including attorney fees, COUNTY, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omission.

COUNTY shall indemnify and hold DISTRICT, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, subcontractors and independent contractors related to this Agreement for property damage, bodily injury or death, or any other element of damage of any kind or nature, and COUNTY shall defend at its expense including attorney fees, DISTRICT, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

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**IN WITNESS WHEREOF**, the Parties have executed the AGREEMENT to provide continuing education classes to inmates in the County of Orange, State of California.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

BY: \_\_\_\_\_

DISTRICT  
Peter Hardash, Vice Chancellor  
Business Operations/Fiscal Services

DATE: \_\_\_\_\_

**COUNTY OF ORANGE**

BY: \_\_\_\_\_  
Chairman of the Board of Supervisors

DATED: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD.

BY: \_\_\_\_\_  
Darlene J. Bloom  
Clerk of the Board of Supervisors  
Orange County, California

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Office of the County Counsel  
Orange County, California

BY: \_\_\_\_\_  
Deputy

DATE: \_\_\_\_\_

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

To: Board of Trustees	Date: 5/31/16
Subject: Approval of a Second One-Year Extension/Amendment of the Vocational Education Component/Agreement for the Inmate Education Program with the County of Orange	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District collaborates with the County of Orange Sheriff’s Department to provide an Inmate Education Program in the Orange County Jails. On May 15, 2015, the Board approved a one-year extension for the five-year vocational education component/agreement, thereby extending the end date of the agreement to June 30, 2016. The County is now requesting a second one-year extension of the vocational education agreement through June 30, 2017. There are currently no plans to renew this agreement beyond June 30, 2017. The vocational education component provides training services for up to 213,793 student attendance hours with an hourly rate of \$1.45 (District contract #SCC-10-011; Sheriff contract #MA-060-10012860).

**ANALYSIS**

The vocational education component of the Inmate Education Program with the County of Orange Sheriff’s Department will be extended through June 30, 2017. There are currently no plans to continue the vocational educational component/agreement beyond June 30, 2017. However, short-term Vocational Education/Career-Technical Education classes in the jails will continue to be provided through a five-year renewal of the Continuing Education component/agreement with the County.

Dr. Lori Fasbinder, Dean of Instruction and Student Services, will serve as the project administrator.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the second one-year extension of the vocational education components for the Inmate Education Program with the County of Orange through June 30, 2017.

Fiscal Impact: None	Board Date: 5/31/16
Item Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Item Submitted by: John Weispfenning, Ph.D., President	
Item Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

SCC 16-013

AMENDMENT NUMBER TWO  
TO  
CONTRACT MA-060-10012860  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

This AMENDMENT NUMBER TWO to Contract number MA-060-10012860 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Rancho Santiago Community College District (hereinafter "CONTRACTOR") with a place of business at 2323 N. Broadway, Santa Ana, CA 92706, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Education Programs on June 22, 2010, as Contract Number MA-060-10012860 (hereinafter "ORIGINAL CONTRACT") for a five (5) year term of July 1, 2010 through and including June 30, 2015; and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT, on June 19, 2015 to extend contract for a one-year term of July 1, 2015 through and including June 30, 2016 (hereinafter "AMENDMENT NUMBER ONE") ;

WHEREAS, COUNTY desires to extend Contract number MA-060-10012860 for a one-year term of July 1, 2016 through and including June, 30 2017 for a revised term of July 1, 2010 through and including June 30, 2017 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT and shall be valid until June 30, 2017;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Paragraph B, Section "TERM", of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

The term of this Contract shall be for seven (7) years, commencing on July 1, 2010 through and including June 30, 2017, unless earlier terminated by either Party in the manner set forth herein. This Contract is non-renewable.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-10012860) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-10012860) is attached hereto as Exhibit B and incorporated by this reference.

4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on June 30, 2016 are hereby extended to June 30, 2017.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO to Contract Number MA-060-10012860.

**Contractor: Rancho Santiago Community College District**

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor\*: Rancho Santiago Community College District**

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel

by: \_\_\_\_\_  
Deputy

**EXHIBIT A**

ORIGINAL CONTRACT (Contract Number MA-060-10012860)

**EXHIBIT B**

AMENDMENT NUMBER ONE (Contract Number MA-060-10012860)

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

To: Board of Trustees	Date: May 31, 2016
Subject: Approval of Designated Representative to Serve as Official RSCCD Representative on the Rancho Santiago Adult Education Consortium for the 2016-17 Fiscal Year	
Action: Request for Approval	

**BACKGROUND**

The 2015-2016 State Budget included a \$500 million Adult Education Block Grant (AEBG) to be allocated among regional consortia comprised of representatives from community college districts, K-12 districts, and other organizations that serve a role in adult education (each consortium was defined by the boundaries of a community college district). AB 104 authorizes a community college district to join the local adult education consortium as a member and states that a member of the consortium shall be represented only by an official designated by the governing board of the member.

**ANALYSIS**

An official representative on the Rancho Santiago Adult Education Consortium is necessary to ensure that the Rancho Santiago Community College District has a full voice in the decision making process to implement the local adult education plan supported by the AEBG. Dean of Instruction and Student Services, Dr. Lori Fasbinder, is well versed about the instructional programs and student support services that are authorized in AB 104.

**RECOMMENDATION**

It is recommended that the RSCCD Board of Trustees approve Dr. Lori Fasbinder, Dean of Instruction and Student Services (Continuing Education), to serve as the official District Representative on the Rancho Santiago Adult Education Consortium from July 1, 2016 through June 30, 2017.

Fiscal Impact: None	Board Date: May 31, 2016
Item Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Item Submitted by: John Weispfenning, Ph.D., President	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Comm Coll District

Board Meeting of 05/31/16

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 05/04/16 Thru 05/17/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63827	General Fund Unrestricted	0.00	23.28	-23.28	92*0466418	92*0466418
63849	General Fund Unrestricted	0.00	207.00	-207.00	92*0466729	92*0466729
63927	General Fund Unrestricted	12,600.68	0.00	12,600.68	92*0468178	92*0468222
63928	General Fund Unrestricted	40,450.77	0.00	40,450.77	92*0468234	92*0468247
63933	General Fund Unrestricted	4,040.99	0.00	4,040.99	92*0468258	92*0468276
63934	General Fund Unrestricted	79.89	0.00	79.89	92*0468289	92*0468289
63935	General Fund Unrestricted	1,928,886.64	0.00	1,928,886.64	92*0468296	92*0468330
63936	General Fund Unrestricted	1,091.83	0.00	1,091.83	92*0468332	92*0468369
63939	General Fund Unrestricted	7,139.36	0.00	7,139.36	92*0468403	92*0468424
63940	General Fund Unrestricted	8,921.23	0.00	8,921.23	92*0468427	92*0468450
63941	General Fund Unrestricted	166.00	0.00	166.00	92*0468451	92*0468457
63946	General Fund Unrestricted	6,669.95	0.00	6,669.95	92*0468480	92*0468518
63947	General Fund Unrestricted	31,790.52	0.00	31,790.52	92*0468527	92*0468549
63948	General Fund Unrestricted	1,928.60	0.00	1,928.60	92*0468550	92*0468555
63952	General Fund Unrestricted	17,517.28	0.00	17,517.28	92*0468581	92*0468600
63953	General Fund Unrestricted	4.53	0.00	4.53	92*0468606	92*0468606
63957	General Fund Unrestricted	76,734.65	0.00	76,734.65	92*0468643	92*0468673
63958	General Fund Unrestricted	39,267.89	0.00	39,267.89	92*0468675	92*0468713
63959	General Fund Unrestricted	76,975.47	0.00	76,975.47	92*0468721	92*0468745
63963	General Fund Unrestricted	692,425.20	0.00	692,425.20	92*0468760	92*0468782
63964	General Fund Unrestricted	88,548.83	0.00	88,548.83	92*0468783	92*0468806
63965	General Fund Unrestricted	293.71	0.00	293.71	92*0468815	92*0468822
63966	General Fund Unrestricted	1,111.20	0.00	1,111.20	92*0468826	92*0468847
63971	General Fund Unrestricted	48,133.06	0.00	48,133.06	92*0468859	92*0468887
63972	General Fund Unrestricted	3,954.40	0.00	3,954.40	92*0468894	92*0468920
63973	General Fund Unrestricted	820.39	0.00	820.39	92*0468943	92*0468943
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$3,089,553.07</b>	<b>\$230.28</b>	<b>\$3,089,322.79</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63887	General Fund Restricted	0.00	1,698.37	-1,698.37	92*0467381	92*0467392
63927	General Fund Restricted	52,395.92	0.00	52,395.92	92*0468168	92*0468232
63928	General Fund Restricted	6,763.47	0.00	6,763.47	92*0468233	92*0468249
63933	General Fund Restricted	7,144.50	0.00	7,144.50	92*0468259	92*0468273
63934	General Fund Restricted	7,070.14	0.00	7,070.14	92*0468277	92*0468294
63935	General Fund Restricted	14,877.80	0.00	14,877.80	92*0468308	92*0468331
63939	General Fund Restricted	78,031.17	0.00	78,031.17	92*0468386	92*0468425
63946	General Fund Restricted	26,443.11	0.00	26,443.11	92*0468478	92*0468517
63947	General Fund Restricted	8,750.55	0.00	8,750.55	92*0468519	92*0468546
63952	General Fund Restricted	42,311.14	0.00	42,311.14	92*0468578	92*0468599
63953	General Fund Restricted	26,163.55	0.00	26,163.55	92*0468601	92*0468628
63957	General Fund Restricted	5,000.00	0.00	5,000.00	92*0468650	92*0468650
63958	General Fund Restricted	49,775.18	0.00	49,775.18	92*0468676	92*0468715
63959	General Fund Restricted	8,822.07	0.00	8,822.07	92*0468716	92*0468747
63963	General Fund Restricted	4,596.87	0.00	4,596.87	92*0468765	92*0468780
63964	General Fund Restricted	500.00	0.00	500.00	92*0468802	92*0468802
63965	General Fund Restricted	87,488.77	0.00	87,488.77	92*0468807	92*0468825
63971	General Fund Restricted	106,777.55	0.00	106,777.55	92*0468857	92*0468889
63972	General Fund Restricted	68,555.19	0.00	68,555.19	92*0468890	92*0468919
63973	General Fund Restricted	37,032.20	0.00	37,032.20	92*0468921	92*0468947
<b>Total Fund 12 General Fund Restricted</b>		<b>\$638,499.18</b>	<b>\$1,698.37</b>	<b>\$636,800.81</b>		

Checks Written for Period 05/04/16 Thru 05/17/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63927	GF Unrestricted One-Time Func	16,078.10	0.00	16,078.10	92*0468176	92*0468216
63928	GF Unrestricted One-Time Func	6,000.00	0.00	6,000.00	92*0468250	92*0468251
63933	GF Unrestricted One-Time Func	2,436.00	0.00	2,436.00	92*0468260	92*0468263
63934	General Fund Restricted	4,049.91	0.00	4,049.91	92*0468295	92*0468295
63935	GF Unrestricted One-Time Func	1,498.09	0.00	1,498.09	92*0468306	92*0468309
63939	General Fund Unrestricted	7,144.58	0.00	7,144.58	92*0468387	92*0468420
63940	GF Unrestricted One-Time Func	934.28	0.00	934.28	92*0468426	92*0468426
63946	GF Unrestricted One-Time Func	531.00	0.00	531.00	92*0468481	92*0468481
63947	GF Unrestricted One-Time Func	1,368.26	0.00	1,368.26	92*0468522	92*0468525
63952	GF Unrestricted One-Time Func	7,450.68	0.00	7,450.68	92*0468582	92*0468598
63958	GF Unrestricted One-Time Func	2,943.30	0.00	2,943.30	92*0468674	92*0468674
63959	GF Unrestricted One-Time Func	5,192.77	0.00	5,192.77	92*0468728	92*0468738
63963	GF Unrestricted One-Time Func	3,100.86	0.00	3,100.86	92*0468779	92*0468779
63971	GF Unrestricted One-Time Func	50,696.00	0.00	50,696.00	92*0468862	92*0468880
63972	GF Unrestricted One-Time Func	914.76	0.00	914.76	92*0468916	92*0468916
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$110,338.59</b>	<b>\$0.00</b>	<b>\$110,338.59</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63926	Child Development Fund	1,011.77	0.00	1,011.77	92*0468165	92*0468167
63932	Child Development Fund	979.67	0.00	979.67	92*0468255	92*0468257
63938	Child Development Fund	9,195.69	0.00	9,195.69	92*0468372	92*0468385
63945	Child Development Fund	602.01	0.00	602.01	92*0468472	92*0468477
63951	Child Development Fund	4,060.49	0.00	4,060.49	92*0468568	92*0468577
63956	Child Development Fund	5,120.06	0.00	5,120.06	92*0468636	92*0468642
63962	Child Development Fund	10,913.20	0.00	10,913.20	92*0468756	92*0468759
63970	Child Development Fund	406.33	0.00	406.33	92*0468852	92*0468856
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$32,289.22</u></b>	<b><u>\$0.00</u></b>	<b><u>\$32,289.22</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63931	Capital Outlay Projects Fund	347.98	0.00	347.98	92*0468254	92*0468254
63937	Capital Outlay Projects Fund	2,274.66	0.00	2,274.66	92*0468370	92*0468371
63944	Capital Outlay Projects Fund	52,705.18	0.00	52,705.18	92*0468466	92*0468471
63950	Capital Outlay Projects Fund	11,665.00	0.00	11,665.00	92*0468564	92*0468567
63955	Capital Outlay Projects Fund	365,120.58	0.00	365,120.58	92*0468631	92*0468635
63961	Capital Outlay Projects Fund	112,122.38	0.00	112,122.38	92*0468750	92*0468755
63969	Capital Outlay Projects Fund	5,700.00	0.00	5,700.00	92*0468851	92*0468851
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b>\$549,935.78</b>	<b>\$0.00</b>	<b>\$549,935.78</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63930	Bond Fund, Measure E	2,089.00	0.00	2,089.00	92*0468253	92*0468253
63943	Bond Fund, Measure E	3,010.00	0.00	3,010.00	92*0468463	92*0468465
63949	Bond Fund, Measure E	5,484.05	0.00	5,484.05	92*0468556	92*0468563
63960	Bond Fund, Measure E	63,710.65	0.00	63,710.65	92*0468748	92*0468749
63968	Bond Fund, Measure E	675.22	0.00	675.22	92*0468850	92*0468850
<b>Total Fund 42 Bond Fund, Measure E</b>		<b>\$74,968.92</b>	<b>\$0.00</b>	<b>\$74,968.92</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63942	Bond Fund, Measure Q	119,536.43	0.00	119,536.43	92*0468458	92*0468462
63954	Bond Fund, Measure Q	49,185.20	0.00	49,185.20	92*0468629	92*0468630
63967	Bond Fund, Measure Q	7,876.20	0.00	7,876.20	92*0468848	92*0468849
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$176,597.83</b>	<b>\$0.00</b>	<b>\$176,597.83</b>		

Checks Written for Period 05/04/16 Thru 05/17/16

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63929	Property and Liability Fund	13,800.50	0.00	13,800.50	92*0468252	92*0468252
<b>Total Fund 61 Property and Liability Fund</b>		<u><u>\$13,800.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$13,800.50</u></u>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,089,322.79
Total Fund 12 General Fund Restricted	636,800.81
Total Fund 13 GF Unrestricted One-Time Fund	110,338.59
Total Fund 33 Child Development Fund	32,289.22
Total Fund 41 Capital Outlay Projects Fund	549,935.78
Total Fund 42 Bond Fund, Measure E	74,968.92
Total Fund 43 Bond Fund, Measure Q	176,597.83
Total Fund 61 Property and Liability Fund	13,800.50
Grand Total:	<u><u>\$4,684,054.44</u></u>

Checks Written for Period 04/30/16 Thru 05/12/16

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
311605107	Bookstore Fund	5,672.62	0.00	5,672.62	31*0106838	31*0106838
311605212	Bookstore Fund	40,208.54	0.00	40,208.54	31*0106839	31*0106857
<b>Total Fund 31 Bookstore Fund</b>		<b><u>\$45,881.16</u></b>	<b><u>\$0.00</u></b>	<b><u>\$45,881.16</u></b>		

Checks Written for Period 04/30/16 Thru 05/12/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711605107	Associated Students Fund	6,928.65	83.18	6,845.47	71*0007676	71*0007684
711605212	Associated Students Fund	5,766.33	0.00	5,766.33	71*0007685	71*0007692
<b>Total Fund 71 Associated Students Fund</b>		<b><u>\$12,694.98</u></b>	<b><u>\$83.18</u></b>	<b><u>\$12,611.80</u></b>		

Checks Written for Period 04/30/16 Thru 05/12/16

<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>
721605212	Representation Fee Trust Fund	7,547.50	0.00	7,547.50	72*0000072	72*0000072
<b>Total Fund 72 Representation Fee Trust Fun</b>		<b><u>\$7,547.50</u></b>	<b><u>\$0.00</u></b>	<b><u>\$7,547.50</u></b>		

Checks Written for Period 04/30/16 Thru 05/12/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761605107	Community Education Fund	17,027.72	0.00	17,027.72	76*0006919	76*0006924
761605212	Community Education Fund	497.04	0.00	497.04	76*0006925	76*0006927
<b>Total Fund 76 Community Education Fund</b>		<b><u>\$17,524.76</u></b>	<b><u>\$0.00</u></b>	<b><u>\$17,524.76</u></b>		

Checks Written for Period 04/30/16 Thru 05/12/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791605107	Diversified Trust Fund	13,832.26	445.56	13,386.70	79*0019967	79*0019991
791605212	Diversified Trust Fund	18,841.27	0.00	18,841.27	79*0019992	79*0020003
<b>Total Fund 79 Diversified Trust Fund</b>		<b><u>\$32,673.53</u></b>	<b><u>\$445.56</u></b>	<b><u>\$32,227.97</u></b>		

Checks Written for Period 04/30/16 Thru 05/12/16

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
811605107	Diversified Agency Fund	17,313.48	0.00	17,313.48	81*0046575	81*0046610
811605212	Diversified Agency Fund	32,038.96	0.00	32,038.96	81*0046611	81*0046639
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u>\$49,352.44</u></b>	<b><u>\$0.00</u></b>	<b><u>\$49,352.44</u></b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	45,881.16
Total Fund 71 Associated Students Fund	12,611.80
Total Fund 72 Representation Fee Trust Fund	7,547.50
Total Fund 76 Community Education Fund	17,524.76
Total Fund 79 Diversified Trust Fund	32,227.97
Total Fund 81 Diversified Agency Fund	49,352.44
<b>Grand Total:</b>	<b><u><u>\$165,145.63</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/01/2016 To 05/15/2016  
Board Meeting on 05/31/2016**

**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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
1000 ACADEMIC SALARIES		154,429
2000 CLASSIFIED SALARIES	576,881	
3000 EMPLOYEE BENEFITS	977,533	
4000 SUPPLIES & MATERIALS		80,680
5000 OTHER OPERATING EXP & SERVICES		249,301
6000 CAPITAL OUTLAY		1,070,004
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<b>Total Transfer Fund 11</b>	<b>\$1,554,414</b>	<b>\$1,554,414</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
1000 ACADEMIC SALARIES		8,868
2000 CLASSIFIED SALARIES		35,789
3000 EMPLOYEE BENEFITS	4,523	
4000 SUPPLIES & MATERIALS		50,955
5000 OTHER OPERATING EXP & SERVICES	93,604	
6000 CAPITAL OUTLAY		2,751
7000 OTHER OUTGO	236	
	-----	-----
<b>Total Transfer Fund 12</b>	<b>\$98,363</b>	<b>\$98,363</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
2000 CLASSIFIED SALARIES	5,847	
3000 EMPLOYEE BENEFITS	363	
4000 SUPPLIES & MATERIALS	10,072	
5000 OTHER OPERATING EXP & SERVICES	13,401	
6000 CAPITAL OUTLAY		29,683
	-----	-----
<b>Total Transfer Fund 13</b>	<b>\$29,683</b>	<b>\$29,683</b>
<b><u>Fund 33: Child Development Fund</u></b>		
1000 ACADEMIC SALARIES	79,274	
2000 CLASSIFIED SALARIES	453	
3000 EMPLOYEE BENEFITS		1,353
4000 SUPPLIES & MATERIALS		31,480
5000 OTHER OPERATING EXP & SERVICES		25,628
6000 CAPITAL OUTLAY		21,266
	-----	-----
<b>Total Transfer Fund 33</b>	<b>\$79,727</b>	<b>\$79,727</b>

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

From 05/01/2016 To 05/15/2016

Board Meeting on 05/31/2016

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
4000 SUPPLIES & MATERIALS		325
5000 OTHER OPERATING EXP & SERVICES		27,000
6000 CAPITAL OUTLAY		43,675
7900 RESERVE FOR CONTINGENCIES	71,000	
	<hr/>	<hr/>
<b>Total Transfer Fund 41</b>	<b>\$71,000</b>	<b>\$71,000</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>		
4000 SUPPLIES & MATERIALS		23,300
5000 OTHER OPERATING EXP & SERVICES		5,650
7900 RESERVE FOR CONTINGENCIES	28,950	
	<hr/>	<hr/>
<b>Total Transfer Fund 79</b>	<b>\$28,950</b>	<b>\$28,950</b>
 <b>BUDGET INCREASES AND DECREASES</b>		
	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8100 FEDERAL REVENUES	(25,838)	
1000 ACADEMIC SALARIES		(900)
2000 CLASSIFIED SALARIES		(24,938)
	<hr/>	<hr/>
<b>Total Transfer Fund 12</b>	<b>\$(25,838)</b>	<b>\$(25,838)</b>
<b><u>Fund 31: Bookstore Fund</u></b>		
8800 LOCAL REVENUES	(105,761)	
2000 CLASSIFIED SALARIES		(23,114)
4000 SUPPLIES & MATERIALS		(76,056)
5000 OTHER OPERATING EXP & SERVICES		(6,591)
	<hr/>	<hr/>
<b>Total Transfer Fund 31</b>	<b>\$(105,761)</b>	<b>\$(105,761)</b>
<b><u>Fund 33: Child Development Fund</u></b>		
8800 LOCAL REVENUES	37,500	
4000 SUPPLIES & MATERIALS		37,500
	<hr/>	<hr/>
<b>Total Transfer Fund 33</b>	<b>\$37,500</b>	<b>\$37,500</b>
<b><u>Fund 71: Associated Students Fund</u></b>		
8800 LOCAL REVENUES	(27,652)	
5000 OTHER OPERATING EXP & SERVICES		22,365
7900 RESERVE FOR CONTINGENCIES		(50,017)
	<hr/>	<hr/>
<b>Total Transfer Fund 71</b>	<b>\$(27,652)</b>	<b>\$(27,652)</b>
<b><u>Fund 72: Representation Fee Trust Fund</u></b>		
8800 LOCAL REVENUES	41,007	
5000 OTHER OPERATING EXP & SERVICES		28,066
7900 RESERVE FOR CONTINGENCIES		12,941
	<hr/>	<hr/>
<b>Total Transfer Fund 72</b>	<b>\$41,007</b>	<b>\$41,007</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/01/2016 To 05/15/2016  
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**BUDGET INCREASES AND DECREASES**

	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>		
8100 FEDERAL REVENUES	91,726	
7000 OTHER OUTGO		91,726
	<b>\$91,726</b>	<b>\$91,726</b>
<b>Total Transfer Fund 74</b>		

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

**RECOMMENDATION**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/01/2016 To 05/15/2016  
Board Meeting on 05/31/2016**

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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
<b>B018537    05/03/16</b>		
2000    CLASSIFIED SALARIES	29,361	
3000    EMPLOYEE BENEFITS	6,739	
5000    OTHER OPERATING EXP & SERVICES		36,100
	<b>\$36,100</b>	<b>\$36,100</b>
<b>Total Reference B018537</b>		
<b>Reason:</b> Adjustment		
<b>Description:</b> Pay for Blackboard Connect Emergency comm. software		
<b>B018556    05/04/16</b>		
3000    EMPLOYEE BENEFITS	200,000	
4000    SUPPLIES & MATERIALS		16,000
5000    OTHER OPERATING EXP & SERVICES		184,000
	<b>\$200,000</b>	<b>\$200,000</b>
<b>Total Reference B018556</b>		
<b>Reason:</b> Adjustment		
<b>Description:</b> To cover attached request for campus expenditures		
<b>B018575    05/06/16</b>		
2000    CLASSIFIED SALARIES	30,908	
3000    EMPLOYEE BENEFITS	7,092	
4000    SUPPLIES & MATERIALS		26,500
6000    CAPITAL OUTLAY		11,500
	<b>\$38,000</b>	<b>\$38,000</b>
<b>Total Reference B018575</b>		
<b>Reason:</b> Adjustment		
<b>Description:</b> Savings to be used to buy vehicles		
<b>B018576    05/06/16</b>		
2000    CLASSIFIED SALARIES	24,808	
3000    EMPLOYEE BENEFITS	5,692	
6000    CAPITAL OUTLAY		30,500
	<b>\$30,500</b>	<b>\$30,500</b>
<b>Total Reference B018576</b>		
<b>Reason:</b> Adjustment		
<b>Description:</b> Saving to be used to buy vehicles		
<b>B018583    05/06/16</b>		
1000    ACADEMIC SALARIES		154,509
3000    EMPLOYEE BENEFITS	154,509	
	<b>\$154,509</b>	<b>\$154,509</b>
<b>Total Reference B018583</b>		
<b>Reason:</b> Adjustment		
<b>Description:</b> To replenish account to Adopted budget figures		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B018588</b>	<b>05/09/16</b>		
2000	CLASSIFIED SALARIES	42,295	
3000	EMPLOYEE BENEFITS	9,705	
4000	SUPPLIES & MATERIALS		20,000
5000	OTHER OPERATING EXP & SERVICES		32,000

<b>Total Reference B018588</b>	<b>\$52,000</b>	<b>\$52,000</b>
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**Reason:** Adjustment

**Description:** Cover reproduction/non-instructional supplies & contract svcs

<b>B018593</b>	<b>05/09/16</b>		
2000	CLASSIFIED SALARIES	20,334	
3000	EMPLOYEE BENEFITS	4,666	
5000	OTHER OPERATING EXP & SERVICES		25,000

<b>Total Reference B018593</b>	<b>\$25,000</b>	<b>\$25,000</b>
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**Reason:** Adjustment

**Description:** To purchase software

<b>B018616</b>	<b>05/10/16</b>		
2000	CLASSIFIED SALARIES	27,653	
3000	EMPLOYEE BENEFITS	1,716	
5000	OTHER OPERATING EXP & SERVICES		29,369

<b>Total Reference B018616</b>	<b>\$29,369</b>	<b>\$29,369</b>
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**Reason:** Adjustment

**Description:** To purchase software

<b>B018658</b>	<b>05/13/16</b>		
2000	CLASSIFIED SALARIES	355,991	
3000	EMPLOYEE BENEFITS	579,158	
5000	OTHER OPERATING EXP & SERVICES	42,850	
6000	CAPITAL OUTLAY		977,999

<b>Total Reference B018658</b>	<b>\$977,999</b>	<b>\$977,999</b>
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**Reason:** Special Project Adjustment

**Description:** Move fund for TOE from FD 41 to FD 11

**Fund 12: General Fund Restricted**

<b>B018529</b>	<b>05/03/16</b>		
5000	OTHER OPERATING EXP & SERVICES	30,000	
6000	CAPITAL OUTLAY		30,000

<b>Total Reference B018529</b>	<b>\$30,000</b>	<b>\$30,000</b>
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**Reason:** Special Project Adjustment

**Description:** Purchase a security vehicle for coverage at the new CWPC site

<b>B018619</b>	<b>05/11/16</b>		
4000	SUPPLIES & MATERIALS		40,000
6000	CAPITAL OUTLAY	40,000	

<b>Total Reference B018619</b>	<b>\$40,000</b>	<b>\$40,000</b>
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**Reason:** Special Project Adjustment

**Description:** Purchase of non-instructional supplies

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/01/2016 To 05/15/2016  
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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B018657</b>	<b>05/13/16</b>		
2000	CLASSIFIED SALARIES		50,000
3000	EMPLOYEE BENEFITS		3,100
5000	OTHER OPERATING EXP & SERVICES	53,100	

<b>Total Reference B018657</b>	<b>\$53,100</b>	<b>\$53,100</b>
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**Reason:** Special Project Adjustment  
**Description:** Pay the salaries of two short-term admin clerk positions

**Fund 33: Child Development Fund**

<b>B018522</b>	<b>05/02/16</b>		
1000	ACADEMIC SALARIES	66,074	
2000	CLASSIFIED SALARIES	12,000	
4000	SUPPLIES & MATERIALS		31,480
5000	OTHER OPERATING EXP & SERVICES		25,328
6000	CAPITAL OUTLAY		21,266

<b>Total Reference B018522</b>	<b>\$78,074</b>	<b>\$78,074</b>
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**Reason:** Special Project Adjustment  
**Description:** To fully expend state CSPP contract

**Fund 41: Capital Outlay Projects Fund**

<b>B018590</b>	<b>05/09/16</b>		
6000	CAPITAL OUTLAY		70,000
7900	RESERVE FOR CONTINGENCIES	70,000	

<b>Total Reference B018590</b>	<b>\$70,000</b>	<b>\$70,000</b>
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**Reason:** Special Project Adjustment  
**Description:** Fund carpet installation projects in B bldg and L bldg

<b>B018606</b>	<b>05/10/16</b>		
5000	OTHER OPERATING EXP & SERVICES		27,000
6000	CAPITAL OUTLAY	27,000	

<b>Total Reference B018606</b>	<b>\$27,000</b>	<b>\$27,000</b>
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**Reason:** Special Project Adjustment  
**Description:** Allocate funds to software license & fees

<b>B018653</b>	<b>05/13/16</b>		
6000	CAPITAL OUTLAY		1,000
7900	RESERVE FOR CONTINGENCIES	1,000	

<b>Total Reference B018653</b>	<b>\$1,000</b>	<b>\$1,000</b>
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**Reason:** Special Project Adjustment  
**Description:** Allocate funds to engineering costs

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/01/2016 To 05/15/2016  
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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
<b>B018530</b>	<b>05/03/16</b>		
4000	SUPPLIES & MATERIALS		24,000
7900	RESERVE FOR CONTINGENCIES	24,000	
<b>Total Reference B018530</b>		<b>\$24,000</b>	<b>\$24,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Cover Non-instructional Supplies			
<b>B018654</b>	<b>05/13/16</b>		
4000	SUPPLIES & MATERIALS	700	
5000	OTHER OPERATING EXP & SERVICES		5,650
7900	RESERVE FOR CONTINGENCIES	4,950	
<b>Total Reference B018654</b>		<b>\$5,650</b>	<b>\$5,650</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Adjust budgets to cover 15/16 expenses			
<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B018524</b>	<b>05/02/16</b>		
8100	FEDERAL REVENUES	45,462	
2000	CLASSIFIED SALARIES		45,462
<b>Total Reference B018524</b>		<b>\$45,462</b>	<b>\$45,462</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Final allocation adjustments for 15/16 FWS SAC			
<b>B018579</b>	<b>05/06/16</b>		
8100	FEDERAL REVENUES	(90,826)	
2000	CLASSIFIED SALARIES		(90,826)
<b>Total Reference B018579</b>		<b>\$(90,826)</b>	<b>\$(90,826)</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> 25% transfer to FSEOG 15/16			
<b><u>Fund 31: Bookstore Fund</u></b>			
<b>B018571</b>	<b>05/06/16</b>		
8800	LOCAL REVENUES	(105,761)	
2000	CLASSIFIED SALARIES		(23,114)
4000	SUPPLIES & MATERIALS		(76,056)
5000	OTHER OPERATING EXP & SERVICES		(6,591)
<b>Total Reference B018571</b>		<b>\$(105,761)</b>	<b>\$(105,761)</b>
<b>Reason:</b> Adjustment			
<b>Description:</b> Adjust budgets for 15/16 income & expenses			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
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From 05/01/2016 To 05/15/2016  
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**BUDGET INCREASES AND DECREASES**

**Fund 33: Child Development Fund**

			<b>Revenue</b>	<b>Appropriation</b>
<b>B018535</b>	<b>05/03/16</b>			
8800	LOCAL REVENUES		37,500	
4000	SUPPLIES & MATERIALS			37,500

<b>Total Reference B018535</b>	<b>\$37,500</b>	<b>\$37,500</b>
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**Reason:** New Budget  
**Description:** NEWB- RTT ELC QRIS Incentives funds (CDS)

**Fund 71: Associated Students Fund**

<b>B018573</b>	<b>05/06/16</b>			
8800	LOCAL REVENUES		(27,652)	
5000	OTHER OPERATING EXP & SERVICES			22,365
7900	RESERVE FOR CONTINGENCIES			(50,017)

<b>Total Reference B018573</b>	<b>\$(27,652)</b>	<b>\$(27,652)</b>
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**Reason:** Special Project Adjustment  
**Description:** Adjust budgets for 15/16 income & expenses

**Fund 72: Representation Fee Trust Fund**

<b>B018574</b>	<b>05/06/16</b>			
8800	LOCAL REVENUES		41,007	
5000	OTHER OPERATING EXP & SERVICES			28,066
7900	RESERVE FOR CONTINGENCIES			12,941

<b>Total Reference B018574</b>	<b>\$41,007</b>	<b>\$41,007</b>
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**Reason:** Special Project Adjustment  
**Description:** Adjust budgets for 15/16 income & expenses

**Fund 74: Student Financial Aid Fund**

<b>B018580</b>	<b>05/06/16</b>			
8100	FEDERAL REVENUES		90,826	
7000	OTHER OUTGO			90,826

<b>Total Reference B018580</b>	<b>\$90,826</b>	<b>\$90,826</b>
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**Reason:** Special Project Adjustment  
**Description:** 25% transfer from FWS 15/16

**RECOMMENDATION**

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

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Public Hearing – 2016/2017 Tentative Budget	
Action:	Request for Approval	

**BACKGROUND**

The California Code of Regulations, Title 5, Section 58305 requires adoption of a Tentative Budget on or before the first day of July each year. This is operationally necessary to continue timely payments to employees and vendors until a State Budget Act is approved by the legislature.

**ANALYSIS**

In so doing, we request that the District hold a public hearing on the Tentative Budget for the 2016/2017 fiscal year at the June 13, 2016 Board of Trustees meeting prior to approving the Tentative Budget. Although the California Code of Regulations, Title 5, Section 58305, does not require that the Board of Trustees conduct a public hearing on the Tentative Budget, it is our District's practice to hold a public hearing for both the Tentative and Adopted Budgets.

The budget will be available for public display and review June 7<sup>th</sup> through June 9<sup>th</sup> at the District Office, 2323 N. Broadway, on the 4<sup>th</sup> floor reception area between the hours of 8:00 a.m. and 5:00 p.m.

It is anticipated that the proposed Adopted Budget will be presented at the September 12, 2016 Board of Trustees meeting.

**RECOMMENDATION**

It is recommended the Board of Trustees hold a public hearing on the 2016/2017 Tentative Budget at the meeting on June 13, 2016.

Fiscal Impact:	None	Board Date: May 31, 2016
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Agreement for General Counsel Services – AlvaradoSmith	
Action:	Request for Approval	

**BACKGROUND**

On May 12, 2016, the Board Executive Committee met and discussed the selection of General Counsel to the Rancho Santiago Community College District.

**ANALYSIS**

For consideration, the Board Executive Committee reviewed services to be provided by five firms. The RSCCD Board Executive Committee recommends hiring AlvaradoSmith as General Counsel to the District. AlvaradoSmith is a local law firm with specific knowledge of the district's service area.

Hourly rates for AlvaradoSmith range from \$295 for the first 20 hours billed in a month for General Counsel, Shareholders will be billed at \$320 per hour, Associates at \$275 per hour and Paralegals at \$135 per hour. If the amount of hours spent on activities exceeds 20 hours per month, the firm will bill the remaining hours at a rate of \$300 per hour. All other matters not relating to general District business shall be billed at a rate of \$325 per hour for matters billed by Shareholders and \$275 per hour for Associates based on the number of years of practice. Other expenses incurred will be billed monthly at the actual cost.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with AlvaradoSmith for the period of June 1, 2016 through June 1, 2018 as presented.

Fiscal Impact:	Based upon utilization	Board Date: May 31, 2016
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Raúl Rodriguez, Ph.D., Chancellor	
Recommended by:	RSCCD Board Executive Committee	



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of May 31, 2016, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ALVARADOSMITH, A PROFESSIONAL CORPORATION (the "FIRM").

### **RECITALS**

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### **AGREEMENT**

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin on June 1, 2016 and shall continue thereafter until **June 1, 2018** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney:** The FIRM appoints Ruben Smith as the "General Counsel" and the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM

on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of General Counsel shall be subject to approval by the DISTRICT.

- b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

#### 4. **THE DISTRICT'S RESPONSIBILITIES:**

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### 5. **COMPENSATION:**

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.
- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within thirty (30) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the

extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event you become dissatisfied with any aspect of our relationship, we encourage you to bring such concerns to our attention immediately. If we are unable to resolve any dispute to our mutual satisfaction, the Firm will first comply with any mandatory dispute resolution procedures that may apply to any such dispute. This means that if the dispute involves fees that we

have charged you, we will first bring our claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If we are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. You acknowledge and agree that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party. The Firm is hereby advising you that if you have questions concerning the advisability of arbitration, you should seek independent legal counsel prior to signing this agreement.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

**TO THE DISTRICT:**

Dr. Raul Rodriguez  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, Ca 92706  
Email: rodriguez\_raul@rscdd.edu

**To The Firm:**

Alvaradosmith  
1 Macarthur Place, Suite 200,  
Santa Ana, Ca 92707  
EMAIL: [rsmith@alvaradosmith.com](mailto:rsmith@alvaradosmith.com)

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.
10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of

satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$2,000,000 annual aggregate.
- d. **Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.**

**11. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

**12. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

**13. ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties,

representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

14. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[Signatures to follow on the next page]**

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS OF MAY 31, 2016 AS SET FORTH HEREINABOVE:

**AlvaradoSmith,**  
a professional corporation

By: \_\_\_\_\_  
Ruben Smith, Managing Shareholder

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

Attachment "A" to Agreement for Professional Service  
District Billing Requirements

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific

billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

**C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its

expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

#### **D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM

must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for

copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b>	
General Counsel	\$295 For first 20 hours*
Shareholders	\$320
Associates	\$275
Paralegal	\$135
<p>*General Counsel Services</p> <p>The Firm shall charge a lower rate of \$295 per hour for the first 20 hours per month for attending Board meetings, other general meetings at the college, regardless of which attorney attends the meetings, at the college such as Cabinet Committee Meetings, meetings with the Chancellor of the District, staff and Board Members, as well as for telephone calls relating to general District business ("General District Business"). If the amount of hours spent on these activities exceeds 20 hours, then the firm will bill the rest of the hours for this type of work at the reduced rate of \$300 per hour. All other matters not relating to General District Business shall be billed at the discounted rate of \$325 per hour for matters billed by Shareholders and \$275 for Associates based on the number of years of practice.</p>	

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

This item was deleted.

This item was deleted.

This item was deleted.

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Agreement with Lentz Morrissey Architecture, Inc. for Architectural Services for the Emergency Blue Phone & ADA Path of Travel Upgrade Project at Various Sites	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for architectural services for the emergency blue phone and associated Americans with Disabilities Act (ADA) path of travel (POT) upgrade project at Santiago Canyon College, Digital Media Center, District Office, Orange County Sheriff's Regional Training Academy, Santa Ana College, and Centennial Education Center. The District is in need of professional services for the design and related work to replace all non ADA-compliant existing solar, cellular emergency phone stations with new ADA-compliant emergency blue phones. These stations are required by the Division of State Architect (DSA) to be on an accessible route of travel. Therefore, upgrades to the existing path of travel will need to be upgraded if non-compliant, for each emergency blue phone. This project will require separate DSA applications and plans for each site.

**ANALYSIS:**

A Request for Proposal (RFP) #1516-132 was issued on January 21, 2016 to eight of the District's pre-qualified firms for Architectural/Engineering Services. The District received a response from one firm, Lentz Morrissey Architecture, Inc. on March 30, 2016. A selection committee convened to review the proposal on April 19, 2016. The selection committee recommends Lentz Morrissey Architecture, Inc. 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 Lentz Morrissey Architecture, Inc. for architectural design services.

The services covered by this agreement shall commence June 1, 2016 and ends June 30, 2018. The contract is a fixed fee of \$112,390 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 Lentz Morrissey Architecture, Inc. for Architectural Services for the Emergency Blue Phone & ADA Path of Travel Upgrade Project at Various Sites as presented.

Fiscal Impact:	\$112,390	Board Date: May 31, 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:** 5/31/16

Project: Emergency Blue Phone & ADA Path of Travel

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

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**Consultants:** **Lentz Morrissey Architecture, Inc.**

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Type of Service: Architectural Services

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$107,390.00	\$ 5,000.00	6/1/2016	6/30/2018
<b>Total Agreement Amount</b>		<b>\$112,390.00</b>			

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**DESCRIPTION:**

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Agreement for architectural design services for the emergency blue phone and ADA path of travel project

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**Total Proposed Amount:** **\$112,390.00**

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**Contract End Date:** **6/30/2018**

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Agreement with Marx/Okubo Associates, Inc. for Districtwide Access Compliance Consulting Services for Various Sites	
Action:	Request for Approval	

**BACKGROUND:**

This is a new on-call agreement for districtwide access compliance consulting services 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 a Certified Access Specialist ("CASp") to plan, coordinate, manage, and closeout several Americans with Disabilities Act ("ADA") repair projects at the previously mentioned District sites in accordance with the transition plan established for each site. The Consultant will be responsible for assisting the District with ADA project implementation including scoping, budgeting, and overseeing the design and construction phases of each project assigned.

**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. Marx/Okubo Associates, Inc. is recommended by the selection committee by consensus as one of the two firms that will assist the District in this work based upon a thorough review and the culmination of their RFQ/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 Marx/Okubo Associates, Inc. for districtwide access compliance consulting services.

The services covered by this agreement shall commence June 1, 2016 and ends December 31, 2019. The on-call contract is a total not-to-exceed fee of \$250,000 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 Marx/Okubo Architects, Inc. for Districtwide Access Compliance Consulting Services for Various Sites as presented.

Fiscal Impact:	\$250,000	Board Date: May 31, 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: 5/31/16**

Project: Access Compliance

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

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Consultants: **Marx/Okubo Architects**

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Type of Service: Consultant Services for Districtwide Access Compliance Project Management

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$245,000.00	\$ 5,000.00	6/1/2016	12/31/2019
<b>Total Agreement Amount</b>		<b>\$250,000.00</b>			

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**DESCRIPTION:**

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Agreement for consultant services for Districtwide Access  
Compliance Project Management  
for Access Compliance Projects

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**\$250,000.00**

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**Contract End Date:**

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**12/31/2019**

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Agreement with Sillman Wright Architects for Districtwide Access Compliance Consulting Services for Various Sites	
Action:	Request for Approval	

**BACKGROUND:**

This is a new on-call agreement for districtwide access compliance consulting services 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 a Certified Access Specialist ("CASp") to plan, coordinate, manage, and closeout several Americans with Disabilities Act ("ADA") repair projects at the previously mentioned District sites in accordance with the transition plan established for each site. The Consultant will be responsible for assisting the District with ADA project implementation including scoping, budgeting, and overseeing the design and construction phases of each project assigned.

**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. Sillman Wright Architects is recommended by the selection committee by consensus as one of the two firms that will assist the District in this work based upon a thorough review and the culmination of their RFQ/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 Sillman Wright Architects for districtwide access compliance consulting services.

The services covered by this agreement shall commence June 1, 2016 and ends December 31, 2019. The on-call contract is a total not-to-exceed fee of \$250,000 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 Sillman Wright Architects for Districtwide Access Compliance Consulting Services for Various Sites as presented.

Fiscal Impact:	\$250,000	Board Date: May 31, 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: 5/31/16**

Project: Access Compliance

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

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Consultants: **Sillman Wright Architects**

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Type of Service: Consultant Services for Districtwide Access Compliance Project Management

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$245,000.00	\$ 5,000.00	6/1/2016	12/31/2019
<b>Total Agreement Amount</b>		<b>\$250,000.00</b>			

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**DESCRIPTION:**

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Agreement for consultant services for Districtwide Access  
Compliance Project Management  
for Access Compliance Projects

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**\$250,000.00**

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**Contract End Date:**

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**12/31/2019**

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Agreement with Bernards for Constructability Review Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for constructability review services for the Science Center project at Santa Ana College. The project is currently in the design development phase and the District is in need of a qualified and competent consultant to review the architect's design documents to ensure buildability, reduce change orders, provide feedback from a contractor's perspective, and assist the design team and District in identifying conflicts for early resolution. The consultant will be responsible to review the drawings and specifications for all design disciplines and provide comments for the design team to review, address, and correct.

**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 two firms; Arcadis U.S., Inc. and Bernards. The District issued a second RFP #1516-140 to the two firms Arcadis U.S., Inc. and Bernards for specific Constructability Review Services and received one response from Bernards (Irvine). A selection committee convened to review the proposal on May 12, 2016. The selection committee recommends Bernards 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 Bernards for Constructability Review Services.

The services covered by this agreement shall commence June 1, 2016 and ends June 30, 2017. The contract is a total not-to-exceed fee of \$86,800 including \$2,000 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 Bernards for Constructability Review for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$86,800	Board Date: May 31, 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: 5/31/16**

Project: Science Center

Site: **Santa Ana College**

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Consultants: **Bernards**

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Type of Service: Constructability Review

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$84,800.00	\$ 2,000.00	6/1/2016	6/30/2017
<b>Total Agreement Amount</b>		<b>\$86,800.00</b>			

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**DESCRIPTION:**

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Agreement for constructability review services  
for the new Science Center at Santa Ana College

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**\$86,800.00**

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**Contract End Date:**

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**6/30/2017**

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Agreement with Bernards for Pre-Construction Services for the Orange Education Center Building Certification Project of Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement with Bernards for preconstruction consulting services for the Orange Education Center Building Certification project (OEC). The preconstruction services scope of work includes constructability reviews that coincide with the development of project drawings, value engineering, logistics planning, sequencing and scheduling, discipline coordination, target cost estimating, and an investigation of existing building conditions. The project is currently in the design development phase and is in need of assistance by a qualified and competent consultant with experience in the area of renovation of non-conforming DSA buildings. Due to the complexities that may be involved to upgrade the existing structure to meet current codes for structural, accessibility, fire, life safety and energy, it is imperative the District engage with experts to assist in the preconstruction and design phase to review and validate the design approach. The preconstruction consultant is expected to work with the District's architect and project team to review the current design through a detailed constructability review of plans for all disciplines, provide an independent construction estimate, and review the proposed construction schedule to identify construction scheduling or sequencing issues.

**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 four firms; Arcadis U.S., Inc., Bernard, O'Connor Construction Management, Inc., and Tilden-Coil Constructors, Inc. The District issued a second RFP #1516-141 to the four interviewed firms for pre-construction services for the Orange Education Center and received four responses. A selection committee convened to review the proposals on May 6, 2016 and May 12, 2016. The selection committee recommends Bernards 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 Bernards for pre-construction services for the Orange Education Center Building Certification Project.

The services covered by this agreement shall commence June 1, 2016 and ends June 1, 2017. The contract is a not to exceed fee of \$102,786, which includes \$5,146 in reimbursables. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure E, Budget Stabilization, and Redevelopment Funds, and One-Time Mandated Cost funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Bernards for Pre-Construction Services for the Orange Education Center Building Certification Project of Santiago Canyon College as presented.

Fiscal Impact:	\$102,786 (includes reimbursables)	Board Date: May 31, 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: 5/31/16**

**Project: Orange Education Center Building Certification      Site: Santiago Canyon College**

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**Consultant: Bernards**

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**Type of Service: Preconstruction Services**

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<b>Agreement Summary</b>	<b>No.</b>	<b>Amount</b>	<b>Reimbursable</b>	<b>Duration</b>	
				<b>Start</b>	<b>End</b>
Contract Amount		\$ 97,640.00	\$ 5,146.00	6/1/2016	6/1/2017
<b>Total Agreement Amount</b>		<b>\$ 102,786.00</b>			
		<i>(Not to exceed)</i>			

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**DESCRIPTION:**

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Agreement for commissioning consulting services for the Science Center at Santa Ana College

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**Total Proposed Amount:** \$ **102,786.00**

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**Contract End Date:** **6/1/2017**

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Amendment to Agreement with WLC Architects, Inc. for Architectural and Engineering Services for the U Portable Certification and Renovation Project at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for additional services and an extension of time. On November 17, 2014 the Board of Trustees approved an agreement with WLC Architects, Inc. for the U Portable Certification and Renovation project at Santiago Canyon College. The District is in need of additional services for design, bid support, construction administration, and DSA administration to incorporate additional Americans with Disabilities Act (ADA) scope of work to correct. The additional design services will include non-compliant interior and exterior signage, door hardware, and non-compliant casework and furniture.

**ANALYSIS:**

The additional services covered by this amendment are for a fixed fee in the amount of \$7,840 with no reimbursable expenses. The revised total contract amount is \$99,995. The services covered by this agreement commenced on November 18, 2014 and the new end date has been revised from December 31, 2016 to June 30, 2017. The U portable certification and renovation project has been rescoped and rescheduled for bid with a new construction timeline, and the contract needs to be amended to reflect a new end date.

An analysis of hours and associated tasks was provided and evaluated to justify the additional fee requested. The District has reviewed the additional hours and found the added service fee to be fair and reasonable.

This agreement is funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment with WLC Architects, Inc. for Architectural and Engineering Services for the U Portable Certification and Renovation Project at Santiago Canyon College as presented.

Fiscal Impact:	\$7,840	Board Date: May 31, 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: 5/31/16**

Project: Portable U Certification

Site: **Santiago Canyon College**

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Consultants: **WLC Architects, Inc.**

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Type of Service: Architectural and Engineering Services

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Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
						End
Original Contract Amount		\$65,000.00	\$ 1,000.00	11/18/2014		12/31/2015
Amendment #1		\$16,665.00		11/18/2014		12/31/2016
Amendment #2		\$9,490.00		11/18/2014		12/31/2016
Amendment #3		\$7,840.00		11/18/2014		6/30/2017
<b>Total Agreement Amount</b>		<b>\$99,995.00</b>				

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**DESCRIPTION:**

Amendment #3 for Architectural services for "U" portable certification and renovations project

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**Total Proposed Amount:** **\$7,840.00**

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

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Accept the Completion of the Chiller Replacement Project at Building D at Santiago Canyon College Resolution No. 15-17 and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

**BACKGROUND:**

On September 14, 2015, the Board of Trustees approved Resolution No. 15-17 for an energy conservation services contract with ACCO Engineered Systems for the chiller replacement project at Building D at Santiago Canyon College (“Project”).

**ANALYSIS:**

The Project was completed on April 29, 2016. The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of The Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project is \$446,760.

This project was funded by Prop 39, utility rebates.

**RECOMMENDATION:**

It is recommended that the Board of Trustees Accept the Project as Complete and Approve the Filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: May 31, 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	

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

NO FEES CHARGED PER GOVERNMENT CODE §6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Chiller Replacement Project at Building D at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 14th day of September, 2015, which contract was made with ACCO Engineered Systems, PO 16-0038095 as contractor; that said improvements were completed on the 29th day of April, 2016 and accepted by formal action of the governing Board of said District on the 31st day of May, 2016; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Fidelity and Deposit Company of Maryland.

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

Executed on \_\_\_\_\_, 2016 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

Peter J. Hardash, Vice Chancellor

Rancho Santiago Community College District

State of California  
County of Orange

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of CMAS Contract #4-14-72-0057A to KYA Services, LLC	
Action:	Request for Approval	

**BACKGROUND:**

It is necessary to replace the carpeting of various offices & classrooms in Building S, L and B (Bungalows) at Santa Ana College due to age and wear as part of the Scheduled Maintenance program. KYA Services, LLC is a supplier and installer of the District standard Tandus flooring products and has an existing CMAS (California Multiple Award Schedule) contract #4-14-72-0057A approved by the State to provide and install the exact flooring materials. To utilize this CMAS contract, Board approval is required.

**ANALYSIS:**

Procurement and installation of the Tandus Flooring materials is available through a CMAS agreement which is one of the District's long-standing procurement mechanisms. This CMAS contract with the terms and conditions negotiated by the State will be used not only for the replacement of the carpeting in Building S, L and B (Bungalows) at Santa Ana College but also for future needs district-wide on an as-needed basis. The contract meets all legal requirements allowing California community colleges to purchase and install floor covering and is in effect through December 31, 2017. It is in the District's best interest to purchase this product under such agreement due to competitive pricing, thereby avoiding the contractor's average mark-up of 10-25% plus additional discounts based on volumes while insuring the highest quality materials and installation.

Cost breakdown for each building:

Location	Cost
Building S-Administration, 1 <sup>st</sup> Floor	\$72,874.89
Building L-Library, Rooms 202, 203, 207, and Corridor	\$34,271.44
Building B-Bungalows, B4, B5, B6, & B7	\$32,055.59
Total	\$139,201.92

Attached are excerpts from the CMAS contract including the contractor's price proposals. A copy of the complete contract is available in the Purchasing Department for review.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the District's participation in CMAS contract #4-14-72-0057A including renewals, extensions and supplements awarded to KYA Services, LLC as presented.

Fiscal Impact:	\$139,201.92 (initial purchase)	Board Date: May 31, 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	

State of California  
**MULTIPLE AWARD SCHEDULE**  
**KYA Services LLC**

CONTRACT NUMBER:	4-14-72-0057A
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	3/3/2014 through 12/31/2017
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-27F-0504H
BASE SCHEDULE HOLDER:	Carpet Resources, Inc.

This contract provides for the purchase, warranty, and installation of floor covering and related products. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexisting.htm>. This requirement is not applicable to local government entities.

**CONTRACT RESTRICTION FOR CARPET PURCHASES**

State agencies using this contract are bound by the requirements of Management Memo 10-01, which requires carpet purchased by State agencies shall be certified to meet the NSF/ANSI 140-2007 Standard at its Platinum level. A comprehensive searchable database of all carpet products certified to meet this Standard can be found at [www.carpet-rug.org](http://www.carpet-rug.org), then select the link to the NSF/ANSI carpet platforms.

**IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE**

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

Contractor non-compliance with the requirements of this contract may result in contract termination.

*FAUSTINO MARQUEZ*

Effective Date: **3/3/2014**

**FAUSTINO MARQUEZ, Program Analyst, California Multiple Award Schedules Unit**

**PROPOSAL**

Corporate Mailing Address:  
 1522 Brookhollow Dr. Suite 3  
 Santa Ana, CA 92705  
 PH (714)659-6476 FAX (714)586-5526  
 CA License # 984827



**This is a legal agreement – please read carefully. Complete and initial all pages.**

**Proposal:** 16-1502F

**Date:** 4/29/2016

**To:** Rancho Santiago  
 2323 N Broadway Santa Ana, CA 92706

**Terms:** Net 30

**c/o:** Steve Marshall  
**RA:** Candice Yarbrough

**CMAS Contract:** 4-14-72-0057A

**Base Contract:** GS-27F-0504H

**Contract Terms:** 3/3/2014 - 12/31/2017

**RA Phone:** 949-510-4647

**SIN# MANF#**

**RA Email:** candice.yarbrough@theykagroup.com

**Pattern Match:** None

**Site:** Santa Ana College  
**Address:** 1530 W. 17th St.  
 Santa Ana, CA 92706

**Minimum:** 25 - 65 syds depending on color

**Order:** selection

**Notes:** Final sales tax rate will be based upon the shipping address, not the purchaser's address. Price is good for 60 days from date of quote due to rising petroleum costs. Material overages must be shown on the purchase order. 6-8 weeks upon receipt of approved PO

**SCOPE OF WORK**

Line Item Proposal				
<b>Furnish &amp; Apply</b>				
Supply Aftermath II - Fleece - Powerbond Cushion RS	490	sy	\$21.18	\$10,378.20
Overage	24.5	sy	\$21.18	\$518.91
Supply Aftermath II - Fleece - Ethos Tile Dry Back	113.39	sy	\$23.38	\$2,651.06
Overage	6.67	sy	\$23.38	\$155.94
Supply Geo Tile - Charcoal	15	sy	\$62.04	\$930.60
Supply CA Seam Weld	2	ea	\$16.57	\$33.14
Supply C-56 Primer	5	ea	\$99.99	\$499.95
Supply C-EX Adhesive	1	ea	\$99.99	\$99.99
Supply Goldstix Adhesive	2	ea	\$40.82	\$81.64
<b>Material Total</b>	<b>15,349.43</b>			
Demo Existing Broadloom Carpet	490	SY	\$3.75	\$1,837.50
Demo Existing Powerbond Carpet	110	SY	\$5.32	\$585.20
Supply & Apply Burke 4" Topset Rubber Base (Black)	700	LF	\$2.50	\$1,750.00
Apply Geo Tile - Charcoal	15	SY	\$7.50	\$112.50
Apply Aftermath II - Fleece - Powerbond Cushion RS	490	SY	\$6.57	\$3,219.30
Apply Aftermath II - Fleece - Ethos Tile Dry Back with Lift System	110	SY	\$25.00	\$2,750.00
Standard Floor Prep	12	HRS	\$81.25	\$975.00
Furniture Removal and Replacement	16	HRS	\$81.25	\$1,300.00
Reducer Strips	24	LF	\$3.75	\$90.00
Adhesives and Delivery	1	EA	\$1,135.00	\$1,135.00
<b>Labor Total</b>	<b>\$13,754.50</b>			
Bonding Fee	1	ea	\$781.84	\$781.84
Freight	649.56	sy	\$1.25	\$811.95
AB2398 Carpet Recovery Act	649.56	sy	\$0.20	\$129.91
Tax	1	ea	\$1,227.95	\$1,227.95
			<b>Total Price</b>	<b>\$32,055.59</b>

Site Qualifications and General Scope of Work

DIR # 1000003379

Portables B4, B5, B6, B7- Powerbond RS installed

Room B8- Carpet Tiles installed with Lift System

**NOTES:**

Estimated from: Field measure by **Progressive**  
 The above proposal is valid for 60 days from the date first set forth above.  
 All work to be done during normal business hours Monday –Friday  
 Exclusions (unless specifically included in the above scope of work):  
 Protection of Floors Attic Stock Night/Weekend Labor  
 Dumpster Bonding Cost  
 Preformed Corners  
 Resilient Flooring Stair Materials Extensive Floor Preparation  
 Furniture Moving Asbestos Abatement  
 Carpet Cleaning Cleaning/Waxing of Resilient Border Carpet

**Payment Terms**

(1) Upon execution of the Agreement (Deposit)	<input type="text"/>
(2) Upon delivery of Material	<input type="text"/>
(3) Upon completion of Assembly/ furnishing	<input type="text"/>
(4) Other (specify):	<input type="text"/>

**PROPOSAL**

Corporate Mailing Address:  
 1522 Brookhollow Dr. Suite 3  
 Santa Ana, CA 92705  
 PH (714)659-6476 FAX (714)586-5526  
 CA License # 984827



**This is a legal agreement – please read carefully. Complete and initial all pages.**

**Proposal:** 16-1347F **Date:** 4/28/2016  
**To:** Rancho Santiago CCD **Terms:** Net 30  
 2323 N. Broadway Santa Ana, CA 92706 **CMAS Contract:** 4-14-72-0057A  
**c/o:** Steven Marshall **Base Contract:** GS-27F-0504H  
**RA:** Candice Yarbrough **Contract Terms:** 3/3/2014 - 12/31/2017  
**RA Phone:** 949-510-4647 **SIN#/ MANF#**  
**RA Email:** Candice@KYASurfacing.com **Pattern Match:** None  
**Site:** Santa Ana College **Minimum:** 25 - 65 syds depending on color  
**Address:** 530 W. 17th St. **Order:** selection  
 Santa Ana, CA 92706

**Notes:** Final sales tax rate will be based upon the shipping address, not the purchaser's address. Price is good for 60 days from date of quote due to rising petroleum costs. Material overages must be shown on the purchase order. 6-8 weeks upon receipt of approved PO

**SCOPE OF WORK**

Line Item Proposal				
<u>Furnish &amp; Apply</u>				
Supply Aftermath (Color TBD) Ethos Dryback 24x24 tiles	1260.63	SY	\$24.55	\$30,948.47
Overage	50.43	SY	\$24.55	\$1,238.06
Supply C-EX Adhesive	10	EA	\$99.99	\$999.90
Supply C-56 Primer	10	EA	\$99.99	\$999.90
<b>Material Total</b>				<b>\$34,186.32</b>
Demo(Tandus), Lift Install Tandus 2' Carpet Tiles (includes furniture lift)	1141	SY	\$20.63	\$23,538.83
Standard Floor Prep	24	HRS	\$81.25	\$1,950.00
Supply & Install Burke 4" Topset Rubber Base	2300	LF	\$2.50	\$5,750.00
Reducer Strip Carpet to VCT	48	LF	\$3.75	\$180.00
Adhesives, Sundries & Delivery	1	EA	\$1,086.88	\$1,086.88
<b>Labor Total</b>				<b>\$32,505.71</b>
Bonding Fee	1	EA	\$1,428.92	\$1,428.92
Freight	1311.06	SY	\$1.34	\$1,756.82
AB2398 Carpet Recovery Act	1311.06	SY	\$0.20	\$262.21
Tax	1	EA	\$2,734.91	\$2,734.91
Site Qualifications and General Scope of Work				<b>Total Price \$72,874.89</b>
DIR # 1000003379				
Bldg. S Admin Carpet Tiles - 1st Floor				
Supply Attic Stock of Tandus 2' Carpet Tiles @ 10% = 114 SY				

NOTES:	Payment Terms
Estimated from: Field measure by <b>Progressive</b>	(1) Upon execution of the Agreement (Deposit) <input type="text"/>
The above proposal is valid for 60 days from the date first set forth above.	(2) Upon delivery of Material <input type="text"/>
All work to be done during normal business hours Monday –Friday	(3) Upon completion of Assembly/ furnishing <input type="text"/>
Exclusions (unless specifically included in the above scope of work):	(4) Other (specify): <input type="text"/>
Protection of Floors Attic Stock Night/Weekend Labor	
Dumpster Bonding Cost	
Performed Corners	
Resilient Flooring Stair Materials Extensive Floor Preparation	
Furniture Moving Asbestos Abatement	
Carpet Cleaning Cleaning/Waxing of Resilient Border Carpet	

**PROPOSAL**

Corporate Mailing Address:  
 1522 Brookhollow Dr. Suite 3  
 Santa Ana, CA 92705  
 PH (714)659-6476 FAX (714)586-5526  
 CA License # 984827



**This is a legal agreement – please read carefully. Complete and initial all pages.**

**Proposal:** 16-1501F Rev 1  
**To:** Rancho Santiago  
 2323 N Broadway Santa Ana, CA 92706  
**c/o:** Steve Marshall  
**RA:** Candice Yarbrough  
**RA Phone:** 949-510-4647  
**RA Email:** candice.yarbrough@theykagroup.com  
**Site:** Santa Ana College  
**Address:** 1530 W. 17th St.  
 Santa Ana, CA 92706

**Date:** 5/12/2016  
**Terms:** Net 30  
**CMAS Contract:** 4-14-72-0057A  
**Base Contract:** GS-27F-0504H  
**Contract Terms:** 3/3/2014 - 12/31/2017  
**SIN#/ MANF#**  
**Pattern Match:** None  
**Minimum:** 25 - 65 syds depending on color  
**Order:** selection

**Notes:** Final sales tax rate will be based upon the shipping address, not the purchaser's address. Price is good for 60 days from date of quote due to rising petroleum costs. Material overages must be shown on the purchase order. 6-8 weeks upon receipt of approved PO

**SCOPE OF WORK**

Line Item Proposal				
<b>Furnish &amp; Apply</b>				
Supply Aftermath II - Tapetstry - Powerbond Cushion RS	612	sy	\$21.18	\$12,962.16
Overage	24.5	sy	\$21.18	\$518.91
Supply CA Seam Weld	3	ea	\$16.57	\$49.71
Supply C-56 Primer	5	ea	\$99.99	\$499.95
<b>Material Total</b>			<b>\$14,030.73</b>	
Demo Existing Powerbond Carpet	800	sy	\$5.32	\$4,256.00
Apply Aftermath II - Tapetstry - Powerbond Cushion RS	612	sy	\$6.57	\$4,020.84
Supply & Apply Burke 4" Topset Rubber Base (Blue Bonnett)	900	lf	\$2.50	\$2,250.00
Standard Floor Prep	12	hrs	\$81.25	\$975.00
Furniture Removal and Replacement	12	hrs	\$81.25	\$975.00
Reducer Strips Carpet to VCT	12	lf	\$3.75	\$45.00
Finish Seal and Wax Concrete (2 Coats)	1700	sf	\$2.82	\$4,794.00
Adhesives and Delivery	1	ea	\$207.50	\$207.50 ✓
<b>Labor Total</b>			<b>\$17,523.34</b>	
Bonding Fee	1	ea	\$671.99	\$671.99 ✓
Freight	636.5	sy	\$1.25	\$795.63
AB2398 Carpet Recovery Act	636.5	sy	\$0.20	\$127.30
Tax	1	ea	\$1,122.46	\$1,122.46
Site Qualifications and General Scope of Work			<b>Total Price</b>	<b>\$34,271.44</b>

DIR # 1000003379

Install Powerbond in Rooms L202, L203, L207 and Corridor

**Finish Seal and Wax Concrete Floors in Math Lab**

NOTES:	Payment Terms
Estimated from: Field measure by Progressive	(1) Upon execution of the Agreement (Deposit)
The above proposal is valid for 60 days from the date first set forth above.	(2) Upon delivery of Material
All work to be done during normal business hours Monday –Friday	(3) Upon completion of Assembly/ furnishing
Exclusions (unless specifically included in the above scope of work):	(4) Other (specify):
Protection of Floors Attic Stock Night/Weekend Labor	
Dumpster Bonding Cost	
Preformed Corners	
Resilient Flooring Stair Materials Extensive Floor Preparation	
Furniture Moving Asbestos Abatement	
Carpet Cleaning Cleaning/Waxing of Resilient Border Carpet	

Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040216	04/11/2016	12	DSPS Office	Software License and Fees	ALGORITHMIC IMPLEMENTATIONS INC	4,518.60
16-P0040217	04/11/2016	41	Facility Planning Office	Site Improv - AE Fee	MICHAEL BAKER INTL INC	5,440.00
16-P0040218	04/11/2016	12	DSPS Office	Equip-All Other >\$1,000<\$5,000	HUMANWARE INC	4,238.60
16-P0040219	04/11/2016	12	Health & Wellness Center	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,063.41
16-P0040220	04/11/2016	12	DSPS Office	Equip-All Other >\$200 < \$1,000	AMAZON COM	295.22
16-P0040221	04/12/2016	11	Chancellor's Office	Conference Expenses	DEBRA A. GERARD	300.00
16-P0040222	04/12/2016	12	Financial Aid Office	Conference Expenses	FRED PRYOR SEMINARS	447.00
16-P0040223	04/12/2016	12	Financial Aid Office	Conference Expenses	FRED PRYOR SEMINARS	358.00
16-P0040224	04/12/2016	12	Student Equity	Conference Expenses	MARILYN MARTINEZ-FLORES	390.39
16-P0040225	04/12/2016	12	Student Equity	Conference Expenses	ELIZABETH A. ELCHLEPP	477.96
16-P0040226	04/12/2016	12	Student Equity	Conference Expenses	COMMUNITY COLLEGE OF BALTIMORE	350.00
16-P0040227	04/12/2016	12	Student Equity	Conference Expenses	COMMUNITY COLLEGE OF BALTIMORE	500.00
16-P0040228	04/12/2016	12	EOPS	Conference Expenses	CCC EOPS REGION VIII	175.00
16-P0040229	04/12/2016	11	Student Life & Leadership	Non-Instructional Supplies	CHAMPION TROPHY	151.20
16-P0040230	04/12/2016	12	Orientation/Coord/Training	Rental - Other (Short-term)	CLASSIC PARTY RENTALS	14,039.86
16-P0040231	04/12/2016	12	Student Services Office	Contracted Services	RP GROUP	89,000.00
16-P0040232	04/12/2016	12	Library Services	Library Books - Databases	EBSCO SUBSCRIPTION SVCS	374.75
16-P0040233	04/12/2016	12	Library Services	Library Books	GALE GROUP	39.24
16-P0040234	04/12/2016	12	Biology	Instructional Supplies	HARDY DIAGNOSTICS	514.71
16-P0040235	04/12/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	315.71
16-P0040236	04/12/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	334.56
16-P0040237	04/12/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	2,359.96
16-P0040238	04/12/2016	12	Academic Affairs Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	297.28
16-P0040239	04/12/2016	12	Biology	Instructional Supplies	OLOGY LLC	65.12
16-P0040240	04/12/2016	12	Career Ed & Work Dev Office	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	3,515.32
16-P0040241	04/12/2016	12	Survey/Mapping Sciences	Instructional Supplies	ALLEN INSTRUMENTS & SUPPLIES	156.58
16-P0040242	04/12/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,235.25
16-P0040243	04/12/2016	33	CDC Administration	Non-Instructional Supplies	AKERS THOMAS	361.80
16-P0040244	04/12/2016	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	3,531.05
16-P0040245	04/12/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	FORESTRY SUPPLIERS INC	635.87
16-P0040246	04/12/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	AMERICAN 3B SCIENTIFIC	299.27
16-P0040247	04/12/2016	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	322.38
16-P0040248	04/12/2016	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	660.96
16-P0040249	04/12/2016	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	4,702.51
16-P0040250	04/12/2016	12	Corporate Training Institute	Transportation - Student	MICHELANGELO LEASING INC	530.45
16-P0040251	04/12/2016	13	Kinesiology - Admin Office	Equip-All Other >\$1,000<\$5,000	WENGER CORP	8,723.68
16-P0040252	04/12/2016	12	DSPS Office	Non-Instructional Supplies	TRIBAL PROMOTIONS LLC	497.22
16-P0040253	04/12/2016	61	Risk Management	Legal Expenses	THE FELDHAKE LAW FIRM	28,126.00
16-P0040254	04/12/2016	12	Academic Affairs Office	Contracted Services	SANTA ANA UNIFIED SCHOOL DIST	300.00

Legend: \* = Multiple Funds for this P.O.

Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040255	04/12/2016	11	Maintenance & Operations	Contracted Repair Services	ACCESS SECURITY CONTROLS INTL INC	250.00
16-P0040256	04/12/2016	12	Talent Search	Software License and Fees	HEIBERG CONSULTING INC	349.00
16-P0040257	04/12/2016	12	A&R Office - Credit	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	49,349.62
16-P0040258	04/13/2016	12	Fire Academy	Instructional Agreements	DEPT OF FORESTRY & FIRE PROTECTION	7,728.00
16-P0040259	04/13/2016	11	Publications	Non-Instructional Supplies	STAPLES CONTRACT & COMMERCIAL INC	2,505.60
16-P0040260	04/13/2016	12	Center for Teacher Education	Transportation - Student	MICHELANGELO LEASING INC	945.00
16-P0040261	04/13/2016	11	Graphic Communications	Software License and Fees	WELLS FARGO BANK	220.00
16-P0040262	04/13/2016	12	Engineering	Equip-Fed Prgm >\$1,000< \$5,000	MCMASTER CARR SUPPLY CO	5,839.40
16-P0040263	04/13/2016	12	Ctr for Intl Trade Dev Office	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	1,078.92
16-P0040264	04/14/2016	41	Facility Planning Office	Site Improv - Materials OFIBO	WELLS FARGO BANK	344.38
16-P0040265	04/14/2016	12	Upward Bound	Other Participant Travel Exp	HYATT EQUITIES, LLC	4,444.00
16-P0040266	04/14/2016	12	LA/OC Regional Consortia	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	990.00
16-P0040267	04/14/2016	13	Santiago Canyon College	Advertising	PANDORA MEDIA INC.	14,000.00
16-P0040268	04/14/2016	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	578.39
16-P0040269	04/14/2016	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	290.05
16-P0040270	04/14/2016	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	1,630.80
16-P0040271	04/14/2016	12	Career Education Office	Inst Dues & Memberships	NAT'L ASSOC OF COLLEGES AND EMPLOYERS	615.00
16-P0040272	04/14/2016	12	Music	Instructional Supplies	FREDERIC H WEINER INC	671.28
16-P0040273	04/14/2016	12	Music	Instructional Supplies	JW PEPPER & SON INC.	1,800.00
16-P0040274	04/14/2016	12	EOPS	Other Exp Paid for Students	PHI THETA KAPPA	649.30
16-P0040275	04/14/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	307.79
16-P0040276	04/14/2016	41	Admin Services Office	Contracted Repair Services	BISHOP INC	6,500.00
16-P0040277	04/14/2016	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	925.00
16-P0040278	04/14/2016	11	Maintenance & Operations	Contracted Repair Services	ENVISE	390.00
16-P0040279	04/14/2016	12	Resource Development	Contracted Services	DE LA TORRE COMMERCIAL	3,077.00
16-P0040280	04/14/2016	42	Facility Planning Office	Equip-All Other >\$200 < \$1,000	B & H PHOTO VIDEO INC	729.24
16-P0040281	04/14/2016	11	Library Services	Contracted Services	ANGLIN RANDAL H	140.00
16-P0040282	04/14/2016	41	Facility Planning Office	Bldg Impr - Materials OFIBO	THE GARLAND CO INC	33,280.50
16-P0040283	04/14/2016	11	Maintenance & Operations	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	1,101.17
16-P0040284	04/14/2016	12	Assessment	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	105.82
16-P0040285	04/14/2016	11	Academic Support - SCC	Contracted Repair Services	KLM INC	765.00
16-P0040286	04/14/2016	12	Financial Aid Office	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	2,006.78
16-P0040287	04/14/2016	12	Academic Affairs Office	Instructional Supplies	WELLS FARGO BANK	39.39
16-P0040288	04/14/2016	11	Graphic Communications	Non-Instructional Supplies	B & H PHOTO VIDEO INC	274.13
16-P0040289	04/14/2016	11	Maintenance	Contracted Repair Services	VORTEX INDUSTRIES	752.00
16-P0040290	04/14/2016	11	International Student Program	Courier/Delivery Services	FEDEX	133.83
16-P0040291	04/14/2016	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	59,334.08
16-P0040293	04/14/2016	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	388.64
16-P0040294	04/14/2016	12	CJ/Academies	Instructional Supplies	SEHI COMPUTER PRODUCTS	312.32

Legend: \* = Multiple Funds for this P.O.

Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040295	04/14/2016	11	Networking	Contracted Services	D4 SOLUTIONS INC.	1,297.68
16-P0040296	04/14/2016	12	Business Division Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	5,931.13
16-P0040297	04/14/2016	12	Academic Computing	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	1,024.92
16-P0040298	04/15/2016	11	Administrative Services Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	107.24
16-P0040299	04/15/2016	12	Music	Instructional Supplies	SWEETWATER SOUND	2,168.50
16-P0040300	04/15/2016	12	Music	Instructional Supplies	BUSINESS MACHINES SECURITY	79.65
16-P0040301	04/15/2016	12	Marketing	Non-Instructional Supplies	B & H PHOTO VIDEO INC	252.47
16-P0040302	04/15/2016	12	SAC Continuing Ed-Instruction	Instructional Supplies	DENNIS JAMES CLEEK	8,480.22
16-P0040303	04/15/2016	13	Admin Services Office	Non-Instructional Supplies	AAF AMERICAN AIR FILTERS	5,000.00
16-P0040304	04/15/2016	33	EHS Administration	Non-Instructional Supplies	LOWE'S HOME IMPROVEMENT	500.00
16-P0040305	04/15/2016	12	Theatre Arts	Instructional Supplies	HOME DEPOT	1,000.00
16-P0040306	04/15/2016	12	Academic Affairs Office	Instructional Supplies	B & H PHOTO VIDEO INC	323.35
16-P0040307	04/15/2016	12	Business Division Office	Instructional Supplies	SCHOOL SAVERS	1,231.92
16-P0040308	04/15/2016	12	Veterans Resource Center	Software License and Fees	HEIBERG CONSULTING INC	1,749.00
16-P0040309	04/15/2016	41	Admin Services Office	Contracted Repair Services	WEATHERITE CORP	2,375.48
16-P0040310	04/15/2016	41	Admin Services Office	Contracted Repair Services	WEATHERITE CORP	1,854.25
16-P0040311	04/15/2016	11	SAC Continuing Ed-Instruction	Instructional Agrmt - Salary	TALLER SAN JOSE	2,854.58
16-P0040312	04/15/2016	12	Student Equity	Contracted Services	INSTITUTE FOR DEMOCRATIC EDUC & CULTURE	5,200.00
16-P0040314	04/15/2016	12	Business Administration	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	82,673.86
16-P0040315	04/15/2016	12	Corporate Training Institute	Rental-Equipment (Short-term)	WELLS FARGO BANK	2,817.29
16-P0040316	04/15/2016	12	Reprographics	Instructional Supplies	VERITIV OPERATING COMPANY	5,400.00
16-P0040317	04/15/2016	12	Admin Services Office	Instructional Supplies	VERITIV OPERATING COMPANY	2,160.00
16-P0040318	04/15/2016	12	SAC Continuing Ed-Instruction	Instructional Supplies	VERITIV OPERATING COMPANY	4,320.00
16-P0040319	04/15/2016	13	Administrative Services Office	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	751.25
16-P0040320	04/15/2016	12	Distance Education	Books, Mags & Subscrip-Non-Lib	WELLS FARGO BANK	32.48
16-P0040321	04/18/2016	11	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	8,060.95
16-P0040322	04/18/2016	11	District Wide Technology	Software License and Fees	WELLS FARGO BANK	359.88
16-P0040323	04/18/2016	12	Safety & Parking - DO	Software License and Fees	FIRSTLINE SECURITY SYSTEMS INC	5,832.00
16-P0040324	04/18/2016	11	District Wide Technology	Non-Instructional Supplies	AMAZON COM	98.02
16-P0040325	04/18/2016	13	Santa Ana College	Advertising	TREND OFFSET PRINTING	7,745.00
16-P0040326	04/18/2016	13	Santiago Canyon College	Advertising	TREND OFFSET PRINTING	6,580.84
16-P0040327	04/19/2016	12	Small Business Dev Ctr Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	900.00
16-P0040328	04/19/2016	12	Library Services	Library Books	AMAZON COM	3,000.00
16-P0040329	04/19/2016	11	Kinesiology - Physical Educ	Repair & Replacement Parts	ALL AMERICAN SPORTS CORP	3,100.00
16-P0040330	04/19/2016	11	Kinesiology - Physical Educ	Repair & Replacement Parts	FITNESS REPAIR SHOP	2,500.00
16-P0040331	04/19/2016	12	EOPS	Food and Food Service Supplies	DON BOOKSTORE	4,000.00
16-P0040333	04/19/2016	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	337.00
16-P0040334	04/19/2016	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	1,000.00
16-P0040335	04/19/2016	12	Art	Instructional Supplies	RIO GRANDE JEWELRY & GEMS	250.00

Legend: \* = Multiple Funds for this P.O.

Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040336	04/19/2016	12	Orientation/Coord/Training	Non-Instructional Supplies	DON BOOKSTORE	10,000.00
16-P0040337	04/19/2016	12	Orientation/Coord/Training	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	10,000.00
16-P0040338	04/19/2016	12	School & Community Partnership	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
16-P0040339	04/19/2016	12	Graphics	Instructional Supplies	KUTTING EDGE DESIGN LLC	180.00
16-P0040340	04/19/2016	12	Graphics	Instructional Supplies	AARDVARK CLAY & SUPPLIES	500.00
16-P0040341	04/19/2016	12	Art	Instructional Supplies	KELLY PAPER	300.00
16-P0040342	04/19/2016	12	Graphics	Instructional Supplies	ART SUPPLY WAREHOUSE	500.00
16-P0040343	04/19/2016	12	Financial Aid Office	Non-Instructional Supplies	JOHN A TORRENCE III	1,143.20
16-P0040344	04/19/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,262.50
16-P0040345	04/19/2016	11	Chancellor's Office	Inst Dues & Memberships	ORANGE CHAMBER OF COMMERCE	675.00
16-P0040346	04/19/2016	11	Library Services	Non-Instructional Supplies	DEMCO INC	313.20
16-P0040347	04/19/2016	12	Special Services Office	Supplies Paid for Students	DON BOOKSTORE	667.44
16-P0040348	04/19/2016	12	Sign Language	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	923.40
16-P0040349	04/19/2016	12	Special Services Office	Supplies Paid for Students	DON BOOKSTORE	3,600.00
16-P0040350	04/19/2016	13	Admin Services Office	Contracted Repair Services	BISHOP INC	850.00
16-P0040351	04/19/2016	12	Engineering	Contracted Services	DON BOOKSTORE	1,540.00
16-P0040352	04/19/2016	33	EHS Administration	Contracted Services	XEROX CORP	302.00
16-P0040353	04/19/2016	33	EHS Administration	Contracted Services	HANNEMAN TIM	255.44
16-P0040354	04/19/2016	13	Admin Services Office	Contracted Repair Services	VARSAITY BRANDS HOLDING CO INC	490.10
16-P0040355	04/19/2016	12	Special Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,791.49
16-P0040356	04/19/2016	13	Admin Services Office	Contracted Repair Services	VORTEX INDUSTRIES	527.00
16-P0040357	04/19/2016	13	Admin Services Office	Contracted Repair Services	PYRO-COMM SYSTEMS INC	236.24
16-P0040358	04/19/2016	41	Facility Planning Office	Bldg Impr - AE Fee	JENSEN HUGHES INC	990.00
16-P0040359	04/19/2016	13	Human Svcs & Technology Office	Non-Instructional Supplies	MICHELLE A. HARDY	585.44
16-P0040360	04/19/2016	12	Student Services Office	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	374.36
16-P0040361	04/19/2016	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	EL SOL SCIENCE & ART'S	3,696.00
16-P0040362	04/19/2016	13	Santa Ana College	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	1,249.60
16-P0040363	04/19/2016	12	Continuing Education Division	Contracted Services	SOCAL SHRED LLC	55.00
16-P0040364	04/19/2016	11	Admin Services Office	Contracted Services	RIDELINKS INC	5,916.00
16-P0040365	04/19/2016	12	Corporate Training Institute	Contracted Services	US CENTENNIAL MALLS JV LLC	5,000.00
16-P0040366	04/19/2016	12	Corporate Training Institute	Contracted Services	DJ BEBO ENTERTAINMENT	300.00
16-P0040367	04/19/2016	11	Networking	Software License and Fees	SHI INTERNATIONAL CORP	1,289.33
16-P0040368	04/19/2016	12	SAC Continuing Ed-Instruction	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	1,355.53
16-P0040369	04/19/2016	13	Santa Ana College	Contracted Services	ANDES TRANSLATIONS LLC	160.46
16-P0040370	04/19/2016	12	Safety & Parking - DO	Contracted Services	NCHERM GROUP LLC	7,000.00
16-P0040371	04/19/2016	12	Nursing	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	235.47
16-P0040372	04/19/2016	12	Ctr for Intl Trade Dev Office	District Business/Sponsorships	IRVINE CHAMBER OF COMMERCE	500.00
16-P0040373	04/19/2016	12	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	3,175.76
16-P0040374	04/19/2016	12	Student Equity	Books Paid for Students	DON BOOKSTORE	5,000.00

Legend: \* = Multiple Funds for this P.O.

Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040375	04/19/2016	12	A&R Office - Credit	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	6,079.15
16-P0040376	04/19/2016	12	Continuing Education Division	Food and Food Service Supplies	SMART & FINAL	200.00
16-P0040377	04/19/2016	11	Safety & Security Office	Contracted Services	DIGITAL FORENSIC INVESTIGATION INC	250.00
16-P0040378	04/19/2016	12	Biology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,540.58
16-P0040379	04/19/2016	11	Public Affairs/Gov Rel Office	Online Training Courses	JUDITH A. IANNACONE	99.00
16-P0040380	04/19/2016	11	Public Affairs/Gov Rel Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,385.39
16-P0040381	04/19/2016	12	Business Division Office	Software Support Service	STUDICA INC	795.00
16-P0040382	04/19/2016	12	Art	Instructional Supplies	B & H PHOTO VIDEO INC	13,533.59
16-P0040383	04/19/2016	12	Counseling	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	1,370.62
16-P0040384	04/20/2016	12	Student Services Office	Conference Expenses	PALOMAR COLLEGE	2,475.00
16-P0040385	04/20/2016	11	Distance Education	Conference Expenses	PALOMAR COLLEGE	175.00
16-P0040386	04/20/2016	12	Center for Teacher Education	Conference Expenses	CALIFORNIA TEACHERS ASSOC	550.00
16-P0040387	04/20/2016	11	Graphic Communications	Conference Expenses	HOLIDAY INN	1,019.20
16-P0040388	04/20/2016	12	Special Services Office	Reproduction/Printing Expenses	WE DO GRAPHICS INC	297.00
16-P0040389	04/20/2016	11	Kinesiology - Physical Educ	Repair & Replacement Parts	FITNESS REPAIR SHOP	727.19
16-P0040390	04/20/2016	12	Marketing	Non-Instructional Supplies	4 IMPRINT	1,104.69
16-P0040391	04/20/2016	13	Human Svcs & Technology Office	Non-Instructional Supplies	SAMANTHA J. HERNANDEZ	201.38
16-P0040392	04/20/2016	12	Career Ed & Work Dev Office	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	937.48
16-P0040393	04/20/2016	13	Santiago Canyon College	Advertising	FOOTHILLS SENTRY	931.50
16-P0040394	04/20/2016	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	EDUCATIONAL TESTING SVC	113.50
16-P0040395	04/20/2016	12	Gemology	Instructional Supplies	CARGILLE LABORATORIES INC	839.81
16-P0040396	04/20/2016	12	Career Education Office	Online Training Courses	DEANNA M. KIRCHEN	49.00
16-P0040397	04/20/2016	12	Safety & Parking - DO	Non-Instructional Supplies	BEEGA'S BOYS	10.80
16-P0040398	04/20/2016	12	Special Services Office	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	1,445.04
16-P0040399	04/20/2016	12	Financial Aid Office	Conference Expenses	STEVEN M. SALCIDO	580.00
16-P0040400	04/20/2016	12	Financial Aid Office	Conference Expenses	ELIZABETH BERGARA	400.00
16-P0040401	04/20/2016	12	Financial Aid Office	Conference Expenses	FRED PRYOR SEMINARS	149.00
16-P0040402	04/20/2016	12	Small Business Dev Ctr Office	District Business/Sponsorships	O C SUPERINTENDENT OF SCHOOLS	1,000.00
16-P0040404	04/20/2016	12	Student Development	Transportation - Student	AIRPORT VAN RENTAL INC	754.22
16-P0040405	04/20/2016	12	Biology	Equip-All Other >\$1,000<\$5,000	VVR FUNDING INC	7,284.65
16-P0040406	04/20/2016	13	Santa Ana College	Advertising	OUTFRONT MEDIA INC	15,000.00
16-P0040407	04/20/2016	13	Santa Ana College	Advertising	OUTFRONT MEDIA INC	1,620.00
16-P0040408	04/20/2016	13	Santa Ana College	Advertising	CBS RADIO INC	40,000.00
16-P0040409	04/20/2016	11	Admin Services Office	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	481.80
16-P0040410	04/20/2016	11	Networking	Software License and Fees	OPTIV SECURITY INC	17,350.20
16-P0040411	04/20/2016	11	Academic Affairs Office	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	680.65
16-P0040412	04/20/2016	11	District Wide Technology	Equip-All Other > \$5,000	NTH GENERATION COMPUTING INC	72,291.50
16-P0040413	04/21/2016	11	Broadcast Journalism	Instructional Supplies	B & H PHOTO VIDEO INC	1,432.62
16-P0040414	04/21/2016	12	Television (TV/Film/Video)	Instructional Supplies	RED SALES CORP	329.41

Legend: \* = Multiple Funds for this P.O.

Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040415	04/21/2016	12	Art	Instructional Supplies	HOME DEPOT	850.00
16-P0040416	04/21/2016	12	Photography	Instructional Supplies	SAMY'S CAMERA	2,200.00
16-P0040417	04/21/2016	11	Maintenance	Maint/Oper Service Agreements	LCS CONSTRUCTORS INC	2,700.00
16-P0040418	04/21/2016	12	Television (TV/Film/Video)	Instructional Supplies	B & H PHOTO VIDEO INC	249.76
16-P0040419	04/21/2016	12	Administrative Services Office	Contracted Repair Services	ACCESS GENERAL CONTRACTING INC	3,500.00
16-P0040420	04/21/2016	12	A&R Office - Credit	Equip-All Other >\$200 < \$1,000	EMBEE TECHNOLOGIES	3,473.00
16-P0040421	04/21/2016	12	A&R Office - Credit	Non-Instructional Supplies	EMBEE TECHNOLOGIES	5,318.65
16-P0040422	04/21/2016	13	Santa Ana College	Contracted Services	TAM GLOBAL LLC	200.00
16-P0040423	04/21/2016	11	Kinesiology - Admin Office	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	886.68
16-P0040424	04/21/2016	12	DSPS	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	4,213.08
16-P0040425	04/21/2016	11	Application Systems	Contracted Services	D4 SOLUTIONS INC.	5,156.48
16-P0040426	04/21/2016	33	EHS Administration	Contracted Services	HANNEMAN TIM	1,532.64
16-P0040427	04/21/2016	11	Continuing Education Division	Class Schedules/Printing	TREND OFFSET PRINTING	8,193.50
16-P0040428	04/21/2016	12	Small Business Dev Ctr Office	Internet Services	SAN JOAQUIN DELTA CMTY CLG DISTRICT	2,000.00
16-P0040429	04/21/2016	42	Facility Planning Office	Site Improv - Contractor Svcs	PYRO-COMM SYSTEMS INC	885.00
16-P0040430	04/21/2016	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	1,126.87
16-P0040431	04/21/2016	11	Safety & Parking - DO	Equip-Vehicles >\$5,000	CLUB CAR LLC	11,291.33
16-P0040432	04/21/2016	11	Graphic Communications	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	49.16
16-P0040433	04/21/2016	12	Counseling	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,443.79
16-P0040434	04/21/2016	12	Student Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
16-P0040435	04/21/2016	11	Graphic Communications	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	82.47
16-P0040436	04/21/2016	12	LA/OC Regional Consortia	Food and Food Service Supplies	F & S FOOD SERVICES INC	163.33
16-P0040437	04/21/2016	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	WELLS FARGO BANK	538.65
16-P0040438	04/21/2016	12	Academic Affairs Office	Instructional Supplies	WELLS FARGO BANK	99.41
16-P0040439	04/21/2016	12	Distance Education	Books, Mags & Subscrip-Non-Lib	WELLS FARGO BANK	313.20
16-P0040440	04/21/2016	11	Admin Services Office	Non-Instructional Supplies	AMAZON COM	55.78
16-P0040441	04/21/2016	12	Human Development	Instructional Supplies	WELLS FARGO BANK	39.59
16-P0040442	04/21/2016	11	Networking	Online Training Courses	ELLUCIAN INC.	51,200.00
16-P0040443	04/22/2016	12	Academic Affairs Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	28,430.22
16-P0040444	04/22/2016	12	Student Equity	Conference Expenses	SAN FRANCISCO STATE UNIV	220.00
16-P0040445	04/22/2016	12	Student Equity	Conference Expenses	SODEXHO	477.95
16-P0040446	04/22/2016	12	Student Equity	Conference Expenses	SODEXHO	472.62
16-P0040447	04/22/2016	12	Student Equity	Conference Expenses	RENESON HOTELS INC	827.12
16-P0040448	04/22/2016	12	Student Equity	Conference Expenses	SAN FRANCISCO STATE UNIV	10,594.22
16-P0040449	04/22/2016	12	Center for Teacher Education	Conference Expenses	SUPERINTENDENT OF SCHOOLS NAPA	175.00
16-P0040450	04/22/2016	12	Center for Teacher Education	Conference Expenses	HST-LESSEE SAN DIEGO	605.17
16-P0040451	04/22/2016	12	Academic Affairs Office	Conference Expenses	ROBERTA M. TRAGARZ	772.20
16-P0040452	04/22/2016	12	Academic Affairs Office	Conference Expenses	COMMUNITY COLLEGE OF BALTIMORE	500.00
16-P0040453	04/22/2016	11	District Wide Technology	Software Support Service-Fixed	UTELOGY CORPORATION	3,294.00

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040454	04/25/2016	12	Student Equity	Conference Expenses	UC REGENTS	330.00
16-P0040455	04/25/2016	11	Student Life & Leadership	Rental-Equipment (Short-term)	CLASSIC PARTY RENTALS	7,805.00
16-P0040456	04/25/2016	11	Mailroom	Contracted Repair Services	SOUTHERN AUTO BODY	1,797.55
16-P0040457	04/25/2016	13	Human Svcs & Technology Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	86.36
16-P0040458	04/25/2016	12	Corporate Training Institute	Transportation - Student	ABC UNIFIED SCHOOL DISTRICT	174.00
16-P0040459	04/25/2016	11	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	457.96
16-P0040460	04/25/2016	12	Center for Teacher Education	Transportation - Student	MICHELANGELO LEASING INC	577.50
16-P0040461	04/25/2016	11	Human Resources Office	Food and Food Service Supplies	ELVIA GARCIA	200.00
16-P0040462	04/25/2016	12	Center for Teacher Education	Other Participant Prog Svc/Exp	RSCCD	450.00
16-P0040463	04/25/2016	12	Center for Teacher Education	Other Participant Prog Svc/Exp	RSCCD	323.00
16-P0040464	04/25/2016	12	Music	Instructional Supplies	DEAN KAMEI	282.96
16-P0040465	04/25/2016	12	Financial Aid Office	Equip-All Other >\$200 < \$1,000	ELIZABETH BERGARA	221.39
16-P0040466	04/25/2016	12	Academic Affairs Office	Instructional Supplies	SPORTS PAGE SOCCER WAREHOUSE	2,060.00
16-P0040467	04/25/2016	12	Center for Teacher Education	Books Paid for Students	DON BOOKSTORE	1,943.18
16-P0040468	04/25/2016	12	Center for Teacher Education	Other Participant Prog Svc/Exp	SVM LP	5,021.95
16-P0040469	04/25/2016	12	Academic Affairs Office	Instructional Supplies	SPORTS PAGE SOCCER WAREHOUSE	2,060.00
16-P0040470	04/25/2016	12	Academic Affairs Office	Instructional Supplies	NAT'L SPORTS APPAREL LLC	1,677.68
16-P0040471	04/25/2016	12	Academic Affairs Office	Instructional Supplies	MEDCO/PATTERSON MEDICAL	2,995.65
16-P0040472	04/25/2016	12	Academic Affairs Office	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,478.43
16-P0040473	04/25/2016	12	Kinesiology - Intercol Athlet	Instructional Supplies	MEDCO/PATTERSON MEDICAL	152.03
16-P0040474	04/25/2016	12	Financial Aid Office	Non-Instructional Supplies	DIVERSIFIED BUSINESS SVCS	7,991.04
16-P0040475	04/25/2016	12	EOPS	Other Exp Paid for Students	RSCCD	19,780.00
16-P0040476	04/25/2016	12	EOPS	Other Exp Paid for Students	SVM LP	31,411.00
16-P0040477	04/25/2016	12	Orientation/Coord/Training	Food and Food Service Supplies	SMART & FINAL	5,000.00
16-P0040478	04/25/2016	12	School & Community Partnership	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	3,456.00
16-P0040479	04/25/2016	12	Kinesiology - Intercol Athlet	Instructional Supplies	SO CAL TEAM SPORTS	148.08
16-P0040481	04/25/2016	12	Kinesiology - Intercol Athlet	Instructional Supplies	POWER SYSTEMS	321.30
16-P0040482	04/25/2016	12	Admin Services Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,686.04
16-P0040483	04/25/2016	12	Digital Media Center	Conference Expenses	BULLER LIM	392.70
16-P0040485	04/25/2016	12	Manufacturing Technology	Instructional Supplies	OC METCALF METALS INC	2,510.58
16-P0040486	04/25/2016	12	Counseling	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	127.05
16-P0040487	04/25/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	5,648.49
16-P0040488	04/25/2016	12	Veterans Resource Center	Non-Instructional Supplies	DON BOOKSTORE	230.87
16-P0040490	04/25/2016	12	Business Division Office	Books, Mags & Subscrip-Non-Lib	STATE OF CALIFORNIA	253.80
16-P0040491	04/25/2016	12	Biology	Instructional Supplies	VWR FUNDING INC	335.29
16-P0040492	04/25/2016	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	4,625.19
16-P0040493	04/25/2016	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	944.33
16-P0040495	04/25/2016	12	DSPS Office	Non-Instructional Supplies	DON BOOKSTORE	95.04
16-P0040496	04/25/2016	12	Biology	Instructional Supplies	GLOBE SCIENTIFIC INC	322.36

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040497	04/25/2016	12	Biology	Instructional Supplies	USA SCIENTIFIC INC	1,675.64
16-P0040499	04/25/2016	12	Academic Affairs Office	Instructional Supplies	1-WORLD GLOBES & MAPS	278.12
16-P0040500	04/25/2016	12	Academic Affairs Office	Instructional Supplies	ART.COM INC	24.33
16-P0040502	04/25/2016	12	EOPS	Transportation - Student	MICHELANGELO LEASING INC	472.50
16-P0040503	04/25/2016	12	EOPS	Other Exp Paid for Students	RSCCD	4,200.00
16-P0040504	04/25/2016	12	Human Svcs & Technology Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	371.74
16-P0040505	04/26/2016	13	Distance Education	Contracted Services	LINK-SYSTEMS INTERNATIONAL INC	9,600.00
16-P0040506	04/26/2016	11	Library Services	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	532.31
16-P0040507	04/26/2016	11	Facility Planning Office	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	184.00
16-P0040508	04/26/2016	11	District Wide Technology	Software License and Fees	APPLE COMPUTER INC	1,000.00
16-P0040509	04/26/2016	11	District Wide Technology	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	641.44
16-P0040510	04/26/2016	12	Counseling	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	5,994.23
16-P0040511	04/26/2016	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	COMPUTERLAND OF SILICON VALLEY	1,387.56
16-P0040512	04/26/2016	12	Library Services	Library Books	AMAZON COM	3,500.00
16-P0040513	04/26/2016	12	Student Development	Supplies Paid for Students	ROCHIE'S INC	689.63
16-P0040514	04/26/2016	12	Television (TV/Film/Video)	Instructional Supplies	SEHI COMPUTER PRODUCTS	576.02
16-P0040515	04/26/2016	12	SAC Continuing Ed-Instruction	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,885.84
16-P0040516	04/26/2016	12	Survey/Mapping Sciences	Equip-Fed Prgm >\$1,000< \$5,000	ALLEN INSTRUMENTS & SUPPLIES	3,741.89
16-P0040517	04/26/2016	12	Center for Teacher Education	Non-Instructional Supplies	ART SUPPLY WAREHOUSE	500.00
16-P0040518	04/26/2016	12	Center for Teacher Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
16-P0040519	04/26/2016	12	Manufacturing Technology	Instructional Supplies	WALLY MACHINERY & TOOL SUPPLY	1,950.00
16-P0040520	04/26/2016	12	Counseling	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	2,212.34
16-P0040521	04/26/2016	11	Fiscal Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	900.00
16-P0040522	04/26/2016	13	Human Svcs & Technology Office	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	150.00
16-P0040523	04/26/2016	13	Publications	Non-Instructional Supplies	HOME DEPOT	100.00
16-P0040524	04/26/2016	12	Financial Aid Office	Equip-Tablet/Laptop>\$200<\$1000	SYED A. RIZVI	631.75
16-P0040525	04/26/2016	11	Library Services	Non-Instructional Supplies	COMPUTYPE INC	352.50
16-P0040526	04/26/2016	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	2,000.00
16-P0040527	04/26/2016	33	CDC Santa Ana College - East	Instructional Supplies	LAKESHORE LEARNING MATERIALS	353.58
* 16-P0040528	04/26/2016	13	Publications	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	591.72
16-P0040529	04/27/2016	12	Mathematics	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	11,186.16
16-P0040530	04/27/2016	12	Health & Wellness Center	Equip-All Other >\$1,000<\$5,000	MCKESSON GENERAL MEDICAL CORP	3,687.12
16-P0040531	04/27/2016	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	2,386.76
16-P0040532	04/27/2016	12	SAC Continuing Ed-Instruction	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	518.44
16-P0040533	04/27/2016	12	Human Development	Instructional Supplies	WELLS FARGO BANK	51.07
16-P0040534	04/27/2016	12	Family & Consumer Studies	Equip-All Other >\$200 < \$1,000	WELLS FARGO BANK	1,619.95
16-P0040535	04/27/2016	12	Continuing Education Division	Non-Instructional Supplies	WELLS FARGO BANK	213.67
16-P0040536	04/28/2016	13	Chancellor's Office	Conference Expenses	CSU FULLERTON AUXILIARY SVCS CORP	1,827.00
16-P0040537	04/28/2016	13	Accreditation	Other Licenses & Fees	MURPHY TARA	531.00

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Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040538	04/28/2016	13	Accreditation	Other Licenses & Fees	RYAN JEAN A	934.28
16-P0040539	04/28/2016	11	Athletics	Contracted Repair Services	ILLUSTRIOUS INSPECTIONS	850.00
16-P0040540	04/28/2016	12	Academic Affairs Office	Instructional Supplies	DON BOOKSTORE	161.19
16-P0040541	04/28/2016	12	EOPS	Fees Paid for Students	PHI THETA KAPPA	1,080.00
16-P0040542	04/28/2016	12	Nursing	Non-Instructional Supplies	BEL USA	528.43
16-P0040543	04/28/2016	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	398.35
16-P0040544	04/28/2016	12	Family & Consumer Studies	Equip-All Other >\$1,000<\$5,000	MAQUINSAL SEWING MACHINE CO	2,160.00
16-P0040545	04/28/2016	12	Automotive Technology/Engine	Equip-Fed Prgm >\$1,000< \$5,000	AUTOMOTIVE ELECTRONIC SVCS	6,261.32
16-P0040546	04/28/2016	12	Family & Consumer Studies	Equip-All Other >\$200 < \$1,000	ORANGE COUNTY INDUSTRIALYSEWING MACHINE CO	6,480.00
16-P0040547	04/28/2016	12	Biology	Equip-All Other >\$200 < \$1,000	C.C. IMEX	525.30
16-P0040548	04/28/2016	13	Santa Ana College	Advertising	CIRCLE GRAPHICS INC	5,551.20
16-P0040549	04/28/2016	12	Family & Consumer Studies	Equip-All Other >\$1,000<\$5,000	ORANGE COUNTY INDUSTRIALYSEWING MACHINE CO	4,266.00
16-P0040550	04/28/2016	12	Gemology	Equip-All Other >\$200 < \$1,000	GIA INSTRUMENTS	10,524.61
16-P0040551	04/28/2016	11	Kinesiology - Admin Office	Equip-All Other >\$1,000<\$5,000	DYNATRONICS CORP	6,527.68
16-P0040552	04/28/2016	12	Educational Services Office	District Business/Sponsorships	DIABLO VALLEY COLLEGE	5,000.00
16-P0040553	04/28/2016	13	Publications	Reproduction/Printing Expenses	WE DO GRAPHICS INC	156.60
16-P0040554	04/28/2016	12	Nursing	Equip-All Other >\$1,000<\$5,000	MED ONE EQUIPMENT SERVICES, LLC	5,101.00
16-P0040555	04/28/2016	13	Human Svcs & Technology Office	Food and Food Service Supplies	MICHELLE R. PAROLISE	86.89
16-P0040556	04/28/2016	12	Biology	Instructional Supplies	BIO RAD LABORATORIES	2,073.48
16-P0040557	04/28/2016	12	Biology	Instructional Supplies	VWR FUNDING INC	1,792.86
16-P0040558	04/28/2016	12	Corporate Training Institute	Non-Instructional Supplies	ORANGE COUNTY WHOLESALE FLOWERS	453.60
16-P0040559	04/28/2016	12	Student Equity	Non-Instructional Supplies	ACTION PAC	3,171.16
16-P0040560	04/28/2016	12	Biology	Instructional Supplies	ANSON M. LUI	56.18
16-P0040561	04/28/2016	12	Diesel	Contracted Services	IMMERSED TECHNOLOGIES INC	7,660.00
16-P0040562	04/28/2016	12	Counseling	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	1,871.83
16-P0040563	04/28/2016	12	Student Services Office	Food and Food Service Supplies	SARA W. LUNDQUIST	167.10
16-P0040564	04/28/2016	12	Biology	Instructional Supplies	DENISE M. FOLEY	99.33
16-P0040565	04/28/2016	12	Music	Instructional Supplies	INTERMEDIA INC	558.90
16-P0040566	04/28/2016	11	Digital Media Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	100.00
16-P0040567	04/28/2016	12	Student Services Office	Food and Food Service Supplies	JAY'S CATERING	186.30
16-P0040568	04/28/2016	12	Corporate Training Institute	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	311.32
16-P0040569	04/28/2016	13	Human Svcs & Technology Office	Non-Instructional Supplies	VIRGINIA M. WITMER	290.59
16-P0040570	04/28/2016	12	Student Services Office	Food and Food Service Supplies	JAY'S CATERING	453.67
16-P0040571	04/28/2016	13	Human Svcs & Technology Office	Food and Food Service Supplies	MICHELLE A. HARDY	145.50
16-P0040572	04/28/2016	12	Outreach	Food and Food Service Supplies	JAY'S CATERING	1,849.03
16-P0040573	04/28/2016	33	CDC Administration	Food and Food Service Supplies	SYSCO FOOD SVC	20,000.00
16-P0040574	04/28/2016	33	CDC Santiago Canyon College	Food and Food Service Supplies	B & D DISTRIBUTING INC	2,700.00
16-P0040575	04/28/2016	13	Santiago Canyon College	Advertising	NGUOI VIET DAILY NEWS	1,411.20
16-P0040576	04/28/2016	13	Santiago Canyon College	Advertising	FREEDOM COMMUNICATIONS, INC	8,275.72

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Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040577	04/28/2016	11	Human Resources Office	Legal Expenses	DECLUES, BURKETT & THOMPSON, APC	1,935.00
16-P0040578	04/28/2016	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	OUR LADY OF THE PILLAR CHURCH	1,359.75
16-P0040579	04/28/2016	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	FIRST UNITED METHODIST CHURCH	378.00
16-P0040580	04/28/2016	41	Facility Planning Office	Bldg Impr - Contractor Svcs	BISHOP INC	850.00
16-P0040581	04/28/2016	61	Risk Management	Legal Expenses	THE FELDHAKA LAW FIRM	13,800.50
16-P0040582	04/28/2016	12	Learning Support Center	Instructional Supplies	BARNES & NOBLE INC.	88.98
16-P0040583	04/28/2016	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	129.00
16-P0040584	04/28/2016	42	Facility Planning Office	Bldg Impr - Contractor Svcs	TEAM ONE MANAGEMENT	2,089.00
16-P0040585	04/28/2016	11	Fine & Performing Arts Office	Rental - Other (Short-term)	HAULAWAY STORAGE	315.00
16-P0040586	04/28/2016	12	Scholarships Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,000.00
16-P0040587	04/28/2016	12	Learning Support Center	Instructional Supplies	APPERSON	61.05
16-P0040588	04/28/2016	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	54.82
16-P0040589	04/28/2016	12	Continuing Education Division	Non-Instructional Supplies	ACCO BRANDS USA LLC	669.07
16-P0040590	04/28/2016	12	Student Equity	Conference Expenses	COMMUNITY COLLEGE OF BALTIMORE	150.00
16-P0040591	04/28/2016	12	Biology	Instructional Supplies	ARTEL INC	411.20
16-P0040592	04/28/2016	12	Marketing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	250.00
16-P0040593	04/28/2016	11	District Wide Technology	Equip-All Other > \$5,000	VPLS SOLUTIONS LLC	23,010.93
16-P0040594	04/29/2016	12	Small Business Dev Ctr Office	Rental - Facility (Short-term)	CITY OF ANAHEIM	80.00
16-P0040595	04/29/2016	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	NATIONAL RESTAURANT ASSOCIATION SOLUTIONS LL	302.70
16-P0040596	04/29/2016	42	Facility Planning Office	Bldg Impr - Contractor Svcs	BISHOP INC	900.00
16-P0040597	04/29/2016	11	Networking	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	49,619.18
16-P0040598	04/29/2016	11	District Wide Technology	Software License and Fees	LEXMARK ENTERPRISE SOFTWARE LLC	12,936.00
16-P0040599	04/29/2016	12	Educational Services Office	Contracted Services	MONSEN SHAWN	1,000.00
16-P0040600	04/29/2016	11	Networking	Equip-All Other >\$200 < \$1,000	CDW GOVERNMENT INC.	30,763.80
16-P0040601	04/29/2016	12	Ctr for Intl Trade Dev Office	Contracted Services	HOVER-SMOOT PHILIP	2,000.00
16-P0040602	04/29/2016	12	Human Resources Office	Personnel Recruiting	JOB ELEPHANT COM INC	1,100.00
16-P0040603	04/29/2016	12	Orange Educ Ctr-Instruction	Software License and Fees	HEC SOFTWARE INC	2,000.00
16-P0040604	04/29/2016	13	Santa Ana College	Contracted Services	STRAZIS SHELLY	3,000.00
16-P0040605	04/29/2016	13	Santiago Canyon College	Contracted Services	STRAZIS SHELLY	3,000.00
16-P0040606	04/29/2016	33	EHS Administration	Contracted Services	KAVEHZADEH MARYAM	800.00
16-P0040607	04/29/2016	12	Student Services Office	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	2,486.31
16-P0040608	04/29/2016	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,030.27
16-P0040609	04/29/2016	12	DSPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
16-P0040610	04/29/2016	11	Transportation	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	5,000.00
16-P0040611	04/29/2016	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	890.47
16-P0040612	04/29/2016	12	Ctr for Intl Trade Dev Office	Contracted Services	HASSOUN MARWA	2,000.00
16-P0040613	05/02/2016	12	Business Division Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	861.42
16-P0040614	05/02/2016	12	Reprographics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
16-P0040615	05/02/2016	12	Assessment	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00

4.16 (10)

Legend: \* = Multiple Funds for this P.O.

Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040616	05/02/2016	12	Exercise Science	Instructional Supplies	MEDCO/PATTERSON MEDICAL	4,050.00
16-P0040617	05/02/2016	12	Media Systems	Instructional Supplies	MAR VAC ELECTRONICS	1,500.00
16-P0040618	05/02/2016	11	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,300.00
16-P0040619	05/02/2016	11	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	244.93
16-P0040620	05/02/2016	12	Student Development	Transportation - Student	MICHELANGELO LEASING INC	1,300.00
16-P0040621	05/02/2016	11	Manufacturing Technology	Repair & Replacement Parts	DAN'S MACHINE REPAIR	730.00
16-P0040622	05/02/2016	12	DSPS Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,800.00
16-P0040623	05/02/2016	33	EHS Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
16-P0040624	05/02/2016	33	CDC Centennial Education Ctr	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	200.00
16-P0040625	05/02/2016	13	Maintenance	Non-Instructional Supplies	GREEN'S SECURITY CTR INC	500.00
16-P0040627	05/02/2016	12	Media Systems	Instructional Supplies	GRAINGER	2,000.00
16-P0040628	05/02/2016	12	Television (TV/Film/Video)	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	682.06
16-P0040629	05/02/2016	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	798.66
16-P0040630	05/02/2016	12	Chemistry	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	173.84
16-P0040631	05/02/2016	12	Media Systems	Instructional Supplies	GRIFFIN ACE HARDWARE	1,500.00
16-P0040632	05/02/2016	13	Human Svcs & Technology Office	Non-Instructional Supplies	CM SCHOOL SUPPLY CO	150.00
16-P0040633	05/02/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,153.17
16-P0040634	05/02/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	414.82
16-P0040635	05/02/2016	13	Human Svcs & Technology Office	Non-Instructional Supplies	SMART & FINAL	400.00
16-P0040636	05/03/2016	11	Networking	Contracted Services	D4 SOLUTIONS INC.	4,382.56
16-P0040637	05/03/2016	11	Grounds	Contracted Services	LAWNSCAPE SYSTEMS	2,200.00
16-P0040638	05/03/2016	12	High Tech Center DSPS	Software License and Fees	FREEDOM SCIENTIFIC BLV GROUP	1,300.86
16-P0040639	05/03/2016	11	Accounts Payable	Equip-All Other >\$200 < \$1,000	CI BUSINESS EQUIPMENT INC	905.48
16-P0040640	05/03/2016	11	Maintenance	Maint/Oper Service Agreements	TRI-SIGNAL INTEGRATION INC	4,960.00
16-P0040641	05/03/2016	11	Grounds	Equip-All Other > \$5,000	EBERHARD EQUIPMENT	6,937.92
16-P0040642	05/03/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	687.97
16-P0040643	05/03/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	831.18
16-P0040644	05/03/2016	13	Human Svcs & Technology Office	Non-Instructional Supplies	M & L FABRICS	150.00
16-P0040645	05/03/2016	12	Upward Bound	Transportation - Student	MICHELANGELO LEASING INC	3,400.00
16-P0040646	05/03/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,176.61
16-P0040647	05/03/2016	11	SAC Continuing Ed-Instruction	Instructional Agrmt - Salary	TALLER SAN JOSE	3,920.41
16-P0040648	05/03/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,279.08
16-P0040649	05/03/2016	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	OC CHILDREN'S THERAPEUTIC ART CTR	1,113.00
16-P0040650	05/03/2016	12	A&R Office - Credit	Non-Instructional Supplies	D4 SOLUTIONS INC.	513.33
16-P0040651	05/03/2016	12	Theatre Arts	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,895.32
16-P0040652	05/03/2016	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	2,000.00
16-P0040653	05/03/2016	33	CDC Centennial Education Ctr	Non-Instructional Supplies	SWSH ARIZONA MFG INC	600.00
16-P0040654	05/03/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,340.14
16-P0040655	05/03/2016	13	Admin Services Office	Contracted Repair Services	SUNBELT CONTROLS INC	2,558.00

Legend: \* = Multiple Funds for this P.O.

Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040656	05/03/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,695.77
16-P0040657	05/03/2016	12	Business Administration	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	54,769.92
16-P0040658	05/03/2016	13	Chancellor's Office	Conference Expenses	CSU FULLERTON	2,436.00
16-P0040659	05/03/2016	12	Student Equity	Conference Expenses	MARILYN MARTINEZ-FLORES	272.11
16-P0040660	05/03/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	988.41
16-P0040661	05/03/2016	12	Resource Development	Contracted Services	MD INSTALLATIONS INTL INC	1,464.00
16-P0040662	05/03/2016	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	SMART & FINAL	500.00
16-P0040663	05/03/2016	12	Ctr for Intl Trade Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
16-P0040664	05/03/2016	11	Student Activities	Contracted Services	SANTA ANA HIGH SCHOOL MARCHING BAND BOOSTER	700.00
16-P0040665	05/03/2016	12	Student Services Office	Food and Food Service Supplies	MARY W. HUEBSCH	128.70
16-P0040666	05/03/2016	12	Student Services Office	Books, Mags & Subscrip-Non-Lib	MARY W. HUEBSCH	492.50
16-P0040667	05/03/2016	11	Business Division Office	Non-Instructional Supplies	DON BOOKSTORE	1,244.16
16-P0040668	05/03/2016	11	Board of Trustees	Conference Expenses	NALEO	600.00
16-P0040669	05/03/2016	11	Board of Trustees	Conference Expenses	CLAUDIA C. ALVAREZ	800.00
16-P0040670	05/03/2016	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	254.77
16-P0040671	05/03/2016	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	752.31
16-P0040672	05/03/2016	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	1,300.00
16-P0040673	05/03/2016	12	Orange Educ Ctr-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	392.34
16-P0040674	05/03/2016	12	Continuing Education Division	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	739.07
16-P0040675	05/03/2016	11	Mailroom	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,040.54
16-P0040676	05/03/2016	11	Accounts Payable	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	750.00
16-P0040677	05/03/2016	11	District Wide Technology	Software License and Fees	GOLDEN STAR TECHNOLOGY, INC.	14,531.40
16-P0040678	05/03/2016	11	International Student Program	Instructional Supplies	WELLS FARGO BANK	187.44
16-P0040679	05/04/2016	11	International Student Program	Equip-All Other >\$200 < \$1,000	NATIONAL OFFICE FURNITURE INC	2,311.64
16-P0040680	05/04/2016	12	Student Services Office	Conference Expenses	RP GROUP	700.00
16-P0040681	05/04/2016	11	International Student Program	Equip-All Other >\$1,000<\$5,000	CORPORATE BUSINESS INTERIORS INC	2,770.74
16-P0040682	05/04/2016	12	Academic Affairs Office	Instructional Supplies	WELLS FARGO BANK	55.56
16-P0040683	05/04/2016	13	Sci, Math, Health Sci Office	Equip-Mod Furn>\$1,000 < \$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	7,813.39
16-P0040684	05/04/2016	13	Sci, Math, Health Sci Office	Equip-Mod Furn>\$1,000 < \$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	23,249.47
16-P0040685	05/04/2016	12	Pathways to Teaching	Software License and Fees	APPLE COMPUTER INC	170.59
16-P0040686	05/05/2016	13	Sci, Math, Health Sci Office	Equip-Mod Furn>\$1,000 < \$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	6,708.01
16-P0040687	05/05/2016	13	Publications	Non-Instructional Supplies	STAPLES CONTRACT & COMMERCIAL INC	1,354.32
16-P0040688	05/05/2016	12	Health & Wellness	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	3,784.36
16-P0040689	05/05/2016	12	SAC Continuing Ed-Instruction	Instructional Supplies	STAPLES CONTRACT & COMMERCIAL INC	1,037.56
16-P0040690	05/05/2016	12	EOPS	Other Exp Paid for Students	SVM LP	6,118.95
16-P0040691	05/05/2016	12	Talent Search	Food and Food Service Supplies	SMART & FINAL	500.00
16-P0040692	05/05/2016	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
16-P0040693	05/05/2016	33	CDC Administration	Non-Instructional Supplies	SWSH ARIZONA MFG INC	300.00
16-P0040694	05/05/2016	12	Art	Instructional Supplies	ADORAMA INC	1,878.82

4.16 (12)

Legend: \* = Multiple Funds for this P.O.

Purchase Order List

04/10/2016 thru 05/07/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040695	05/05/2016	12	Continuing Education Division	Books, Mags & Subscrip-Non-Lib	PEARSON ED	2,004.25
16-P0040697	05/05/2016	12	LA/OC Regional Consortia	Non-Instructional Supplies	GLYER STEVEN ANDREW	211.00
16-P0040698	05/05/2016	12	Business Division Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,531.98
16-P0040699	05/05/2016	12	Pharmacy Technology	Equip-All Other >\$1,000<\$5,000	HEALTH CARE LOGISTICS INC	1,963.40
16-P0040700	05/05/2016	12	Kinesiology - Intercoll Athlet	Instructional Supplies	CHANNING L BETE CO INC	565.06
16-P0040701	05/05/2016	12	DSPS	Equip-All Other >\$1,000<\$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	7,017.30
16-P0040702	05/05/2016	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	NEW READERS PRESS	259.95
16-P0040703	05/05/2016	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	6,617.16
16-P0040704	05/05/2016	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	739.26
16-P0040705	05/05/2016	12	Digital Media Center	Food and Food Service Supplies	SMART & FINAL	200.00
16-P0040706	05/05/2016	12	Automotive Technology/Engine	Equip-All Other >\$200 < \$1,000	MATCO TOOLS	6,733.95
16-P0040707	05/05/2016	12	EOPS	Fees Paid for Students	PHI THETA KAPPA	270.00
16-P0040708	05/05/2016	12	Student Development	Other Exp Paid for Students	DON BOOKSTORE	345.00
16-P0040709	05/05/2016	33	EHS Santa Ana College	Non-Instructional Supplies	SWSH ARIZONA MFG INC	700.00
16-P0040710	05/05/2016	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	384.00
16-P0040711	05/05/2016	11	Continuing Education Division	Non-Instructional Supplies	HERFF JONES INC.	1,531.65
16-P0040712	05/05/2016	12	Health & Wellness	Non-Instructional Supplies	WELLS FARGO BANK	195.39
16-P0040713	05/05/2016	11	Publications	Non-Instructional Supplies	VERITIV OPERATING COMPANY	2,893.79
16-P0040714	05/05/2016	41	Facility Planning Office	Site Improv - Geotech/Geohaz	SALEM ENGINEERING GROUP INC	350.00
16-P0040715	05/05/2016	11	Maintenance & Operations	Contracted Repair Services	DE LA TORRE COMMERCIAL	200.00
16-P0040716	05/05/2016	11	Maintenance	Software License and Fees	CHARGE POINT INC	1,000.00
16-P0040717	05/05/2016	42	Facility Planning Office	Bldg Impr - Relocation/Moving	QUALITY OFFICE FURNISHINGS INC	800.00
16-P0040718	05/05/2016	11	Biology	Contracted Repair Services	SOUTHLAND INSTRUMENTS	618.00
16-P0040719	05/05/2016	12	International Business	Contracted Services	ONE ZERO DIGITAL MEDIA LLC	5,000.00
16-P0040720	05/05/2016	12	Deaf & Hard of Hearing	Contracted Services	MUSICK, PEELER & GARRETT LLP	3,500.00
16-P0040721	05/05/2016	12	Fire Academy	Instructional Agreements	DEPT OF FORESTRY & FIRE PROTECTION	448.00
16-P0040722	05/05/2016	41	Facility Planning Office	Site Improv - Contractor Svcs	BISHOP INC	2,600.00
16-P0040723	05/06/2016	13	Publications	Non-Instructional Supplies	VERITIV OPERATING COMPANY	3,129.84
16-P0040724	05/06/2016	12	Continuing Education Division	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	887.33
16-P0040725	05/06/2016	11	Networking	Equip-Software > \$5,000	SIDEPATH INC	23,131.44
16-P0040726	05/06/2016	12	Business Division Office	Software License and Fees	RAPID GLOBAL BUSINESS SOLUTIONS INC	2,458.08
16-P0040727	05/06/2016	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	2,000.00
16-P0040728	05/06/2016	12	Transfer Center	Food and Food Service Supplies	MARTHA C. VARGAS	800.00
16-P0040729	05/06/2016	12	Student Equity	Conference Expenses	UC REGENTS	375.14
16-P0040730	05/06/2016	12	Drafting Technology	Contracted Services	ALLEY CAT DEVELOPMENT INC	1,848.00
16-P0040731	05/06/2016	11	Maintenance	Contracted Repair Services	ACCO ENGINEERED SYSTEMS INC	1,300.00
16-P0040732	05/06/2016	11	Admin Services Office	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	95.00
16-P0040733	05/06/2016	13	Admin Services Office	Contracted Repair Services	VORTEX INDUSTRIES	523.18
16-P0040734	05/06/2016	11	Maintenance	Contracted Repair Services	WESTERN PACIFIC SVCS	290.00

Legend: \* = Multiple Funds for this P.O.

Rancho Santiago Community College District

AP Types: ('0011', '0012', '0013', '0033', '0041', '0042', '0043', '0061', '0062')

Board Meeting of 05/31/2016

Purchase Order List

04/10/2016 thru 05/07/2016

PU0010

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-P0040735	05/06/2016	11	Maintenance	Contracted Repair Services	PUMPMAN INC	125.00
16-P0040736	05/06/2016	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	2,400.00
16-P0040737	05/06/2016	11	Maintenance & Operations	Contracted Repair Services	IRVINE VALLEY AIR CONDITIONING INC	1,912.50
16-P0040739	05/06/2016	11	Environ Safety & Emer Services	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	1,693.71
* 16-P0040740	05/06/2016	12	Continuing Education Division	Equip-All Other >\$200 < \$1,000	WAXIE SANITARY SUPPLY	1,687.48
16-P0040741	05/06/2016	11	District Wide Technology	Equip-All Other > \$5,000	NTH GENERATION COMPUTING INC	72,219.48
16-P0169338	04/28/2016	12	Digital Media Center	Contracted Services	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	20,000.00
16-P0169339	04/28/2016	12	Digital Media Center	Contracted Services	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	12,000.00
16-P0169340	04/28/2016	11	District Wide Technology	Software Support Service-Fixed	TOUCHNET INFORMATION SYSTEMS	7,250.00
16-P0169341	04/28/2016	12	Biology	Contracted Services	SMARTSTART EVALUATION & RESEARCH	30,000.00
16-P0169342	04/28/2016	12	Safety & Parking - DO	Software License and Fees	MAXIENT LLC	10,000.00
16-P0169343	05/03/2016	12	Deaf & Hard of Hearing	Contracted Services	GLOBAL WORKS INC	20,000.00
16-P0169344	05/03/2016	11	CJ/Academies	Instructional Agrmt - Salary	COUNTY OF ORANGE	72,200.00
<b>Grand Total:</b>						<b>2,026,172.79</b>

4.16 (14)

Legend: \* = Multiple Funds for this P.O.

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

**Legend:** \* = Multiple Funds for this P.O.

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 10, 2016 THROUGH MAY 7, 2016  
BOARD MEETING OF MAY 31, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0040231	\$89,000.00	Consultant services to assist in the Launching and Enhancing Opportunities at CCCs (California Community Colleges) for Historically Underrepresented High School Students project for Santa Ana College	SAC-Student Services	Board approved: October 12, 2015
16-P0040253	\$28,126.00	Reimbursement to the RSCCD Foundation for legal services provided by The Feldhake Law Firm	DO-Risk Management	
16-P0040257	\$49,349.62	Microsoft Surface Pro4 tablets and extended warranties for students & staff to use together for early decisions/incoming freshman registration	SAC-Admissions & Records	Received Quotations: 1) * SHI Int'l Corp 2) CDW Government * Successful Bidder
16-P0040282	\$33,280.50	Roofing materials related to Building T Roof Replacement project at Santiago Canyon College	DO-Facility Planning	Purchased from the California Multiple Award Schedule (CMAS) Contract #4-01-56-0006A Board approved: June 17, 2013
16-P0040291	\$59,334.08	HP desktop computers, related components & extended warranties for classroom labs	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNNVP-113 Board approved: November 9, 2015
16-P0040314	\$82,673.86	HP laptop computers, related components & extended warranties	SAC-Business Division	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNNVP-113 Board approved: November 9, 2015
16-P0040406	\$15,000.00	Advertising cost for bulletins within Garden Grove freeway - Harbor & Heil from 6/27/16 thru 7/24/16	SAC-Administrative Services	

4.16 (16)

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 10, 2016 THROUGH MAY 7, 2016  
BOARD MEETING OF MAY 31, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0040408	\$40,000.00	On-Air & Online advertising campaign to include weekend sponsorships through commercial spots, emails & digital impressions/banners	SAC-Administrative Services	
16-P0040410	\$17,350.20	One-year Palo Alto Wildfire software license subscriptions	DO-ITS	
16-P0040412	\$72,291.50	HP servers, related components, license & support	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNNVP-113 Board approved: November 9, 2015
16-P0040442	\$51,200.00	Colleague Studio online training courses for the ITS staff	DO-ITS	
16-P0040443	\$28,430.22	Teacher lecterns for ten (10) classrooms	SCC-Administrative Services	Received Quotations: 1) * Golden Star Technology, Inc. 2) Digital Networks Group, Inc. * Successful Bidder
16-P0040475	\$19,780.00	Bus passes for Santa Ana College EOPS students	SAC-EOPS	
16-P0040476	\$31,411.00	Gas cards for Santa Ana College EOPS students taking Summer 2016 courses	SAC-EOPS	
16-P0040573	\$20,000.00	Blanket PO for miscellaneous food and supplies for the District's Child Development Centers	DO-ITS	
16-P0040593	\$23,010.93	Brocade network switches and hardware support	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #7-14-70-01 Board approved: February 23, 2015

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 10, 2016 THROUGH MAY 7, 2016  
BOARD MEETING OF MAY 31, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0040597	\$49,619.18	Brocade Ethernet switches and transceivers	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #7-14-70-01 Board approved: February 23, 2015
16-P0040600	\$30,763.80	Tripp Lite UPS (Uninterruptible Power Supply) parts and monitors	DO-ITS	Received Quotations: 1) * CDW Government 2) SHI Int'l Corp * Successful Bidder
16-P0040657	\$54,769.92	HP desktop computers, related components & extended warranties	SAC-Business Division	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNNVP-113 Board approved: November 9, 2015
16-P0040684	\$23,249.47	McDowell workstations, chairs and related equipment	SAC-Science, Math & Health Sciences	Purchased from the Hawthorne Bid #13-14-1 Board approved: March 24, 2014
16-P0040725	\$23,131.44	Brocade network switches and hardware support	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #7-14-70-01 Board approved: February 23, 2015
16-P0040741	\$72,219.48	HP servers, related components, software & hardware support	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNNVP-134 Board approved: November 9, 2015
16-P0169338	\$20,000.00	Sub-agreement with South Orange County CCD-Irvine Valley College to implement the Sector Navigator-ICT/Digital Media program	DMC	Board approved: April 11, 2016

4.16 (18)

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 10, 2016 THROUGH MAY 7, 2016  
BOARD MEETING OF MAY 31, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0169341	\$30,000.00	Professional services related to the S-STEM Scholarship grant to provide external evaluation & research services	SAC-Science, Math & Health Sciences	Board approved: September 14, 2015
16-P0169343	\$20,000.00	Sign Language Interpreting services for students in the Deaf and Hard of Hearing program	SAC-DSPS	Board approved: September 14, 2015
16-P0169344	\$72,200.00	Instructional agreement for information processing technician and facilities maintenance specialist training classes	CJTC	Board approved: March 14, 2016

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
16-B0001044	04/19/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	MORTARA INSTRUMENT	3,135.00
16-B0001045	04/19/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	OFFICE DEPOT BUSINESS SVCS	250.00
16-B0001046	04/20/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	CHAMBERS WILLIAM E	176.76
16-B0001047	04/19/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	OFFICE DEPOT	453.17
16-B0001048	04/27/2016	79	A&R Office - Credit	Non-Instructional Supplies	HAGGARTY PRINTING INC	215.91
16-B0001049	04/29/2016	79	Auxiliary Services Office	Rental - Other (Short-term)	MIKE BROWN GRANDSTANDS INC	70,000.00
16-B0001050	05/09/2016	79	A&R Office - Credit	Non-Instructional Supplies	B & H PHOTO VIDEO INC	4,549.20
16-B0001051	05/09/2016	79	A&R Office - Credit	Non-Instructional Supplies	Q-MATIC CORP	4,235.19
16-B0001052	05/09/2016	79	A&R Office - Credit	Non-Instructional Supplies	SCRIP SAFE SECURITY PRODUCTS	300.00
16-B0001053	05/09/2016	79	A&R Office - Credit	Non-Instructional Supplies	CALUMET CARTON CO	1,182.85
16-B0001054	05/11/2016	79	A&R Office - Credit	Non-Instructional Supplies	CDW GOVERNMENT INC.	331.45
<b>Grand Total:</b>						<b>84,829.53</b>

4.16 (20)

Legend: \* = Multiple Funds for this P.O.

Board Meeting of 5/31/2016  
 Bookstore Fund Purchase Order List  
 4/09/16 thru 5/12/16

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON002366	4/28/2016	31	SAC Bookstore	General Merchandise	TEAMWORK	\$2,300.00
GM-DON002367	4/26/2016	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$630.82
GM-DON002368	4/19/2016	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$279.80
GM-DON002370	4/19/2016	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$232.28
GM-DON002372	4/21/2016	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,322.66
GM-DON002376	4/23/2016	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$235.40
GM-DON002377	4/23/2016	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$511.20
GM-DON002378	5/10/2016	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$524.26
GM-DON002379	4/15/2016	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$426.10
GM-DON002383	4/20/2016	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$574.16
GM-DON002384	4/22/2016	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$391.32
GM-DON002385	4/25/2016	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,535.78
GM-EXPR001013	4/26/2016	31	Don Express	General Merchandise	PEPSI COLA CO	\$765.60
GM-EXPR001053	4/19/2016	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,218.51
GM-EXPR001054	4/12/2016	31	Don Express	General Merchandise	PEPSI COLA CO	\$270.48
GM-EXPR001055	4/21/2016	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,655.64
GM-EXPR001056	5/10/2016	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$154.38
GM-EXPR001057	4/18/2016	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$131.70
GM-EXPR001058	4/25/2016	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$199.38
GM-EXPR001060	4/23/2016	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$736.65
GM-EXPR001061	4/23/2016	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$265.29
GM-EXPR001062	4/15/2016	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$449.23
GM-EXPR001065	4/11/2016	31	Don Express	General Merchandise	RYAN DISTRUBUTORS	\$1,612.63
GM-EXPR001066	4/20/2016	31	Don Express	General Merchandise	RYAN DISTRUBUTORS	\$990.52
GM-EXPR001067	4/25/2016	31	Don Express	General Merchandise	RYAN DISTRUBUTORS	\$1,535.89
GM-HAWK001918	4/13/2016	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$977.40
GM-HAWK001919	4/13/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$746.33
GM-HAWK001920	4/13/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$454.93
GM-HAWK001921	4/19/2016	31	SCC Bookstore	General Merchandise	PENS ETC.	\$641.24
GM-HAWK001923	4/25/2016	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$267.42
GM-HAWK001924	4/25/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$539.99
GM-HAWK001925	4/25/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$601.10
GM-HAWK001926	4/25/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$475.36
GM-HAWK001928	4/25/2016	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$468.13
GM-HAWK001929	4/25/2016	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$989.99
GM-HAWK001930	4/25/2016	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$910.48

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK001941	4/25/2016	31	SCC Bookstore	General Merchandise	GRAD AWARDS	\$150.00
GM-HAWK001942	4/25/2016	31	SCC Bookstore	General Merchandise	GRAD AWARDS	\$250.00
GM-HAWK001943	4/25/2016	31	SCC Bookstore	General Merchandise	GRAD AWARDS	\$625.00
GM-HAWK001946	4/27/2016	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$56.94
GM-HAWK001947	4/27/2016	31	SCC Bookstore	General Merchandise	CDI CORP	\$25.00
GM-HAWK001948	4/27/2016	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,207.13
GM-HAWK001949	4/27/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$505.12
GM-HAWK001950	4/27/2016	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,120.59
GM-HAWK001951	4/27/2016	31	SCC Bookstore	General Merchandise	GRAD AWARDS	\$75.00
GM-HAWK001952	4/27/2016	31	SCC Bookstore	General Merchandise	GRAD AWARDS	\$250.00
GM-HAWK001953	5/3/2016	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$100.80
GM-HAWK001957	5/5/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$304.98
GM-HAWK001958	5/5/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$395.32
GM-HAWK001959	5/5/2016	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$756.93
GM-HAWK001960	5/5/2016	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,122.25
GM-HAWK001961	5/6/2016	31	SCC Bookstore	General Merchandise	SOADY ASSOCIATES	\$1,450.00
GM-HAWK001962	5/6/2016	31	SCC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$836.70
GM-HAWK001963	5/6/2016	31	SCC Bookstore	General Merchandise	CB GRADUATION ANNOUNCMNTS	\$80.00
GM-HAWK001965	5/7/2016	31	SCC Bookstore	General Merchandise	SCANTRON CORP	\$270.00
GM-HAWK001966	5/9/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$664.75
GM-HAWK001967	5/9/2016	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$685.34
GM-HAWK001969	5/10/2016	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$229.28
GM-HAWK001970	5/10/2016	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$139.14
GM-HAWK001971	5/11/2016	31	SCC Bookstore	General Merchandise	LENNY & LARRY'S,INC	\$151.20
GM-HAWK001972	5/11/2016	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$749.03
GM-HAWK001973	5/11/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$416.35
TR-CEC000048	4/26/2016	31	CEC Bookstore	Trade Book	OXFORD UNIVERSITY PRESS,	\$219.50
TR-HAWK000052	5/9/2016	31	SCC Bookstore	Trade Book	NACSCORP	\$539.00
TX-CEC000347	4/12/2016	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS,	\$978.00
TX-CEC000348	4/12/2016	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$404.85
TX-CEC000349	4/26/2016	31	CEC Bookstore	Textbook	STECK VAUGHN PUBLISHING	\$235.50
TX-DON003657	4/11/2016	31	Don Express	Textbook	MBS TEXTBOOK EXCHANGE	\$117.50
TX-DON003658	4/11/2016	31	Don Express	Textbook	NEBRASKA BOOK COMPANY	\$214.70
TX-DON003659	4/12/2016	31	Don Express	Textbook	MBS TEXTBOOK EXCHANGE	\$543.00
TX-DON003660	4/12/2016	31	Don Express	Textbook	NACSCORP	\$269.90
TX-DON003661	4/12/2016	31	Don Express	Textbook	NEBRASKA BOOK COMPANY	\$682.72
TX-DON003663	4/12/2016	31	Don Express	Textbook	CENGAGE LEARNING	\$958.50

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON003665	4/12/2016	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,300.50
TX-DON003666	4/12/2016	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$984.00
TX-DON003667	4/14/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$490.00
TX-DON003668	4/14/2016	31	SAC Bookstore	Textbook	NACSCORP	\$215.60
TX-DON003669	4/14/2016	31	SAC Bookstore	Textbook	PARADIGM PUBLISHING CO.	\$159.90
TX-DON003670	4/14/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$75.00
TX-DON003671	4/15/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$21.25
TX-DON003672	4/15/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,324.75
TX-DON003673	4/19/2016	31	SAC Bookstore	Textbook	SLEETER GROUP	\$1,279.20
TX-DON003674	4/27/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$120.24
TX-DON003675	4/28/2016	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$4.79
TX-DON003676	5/3/2016	31	SAC Bookstore	Textbook	DAWN SIGN PRESS	\$2,570.60
TX-DON003677	5/5/2016	31	SAC Bookstore	Textbook	BROWN UNIVERSITY	\$2,000.00
TX-HAWK002826	4/11/2016	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,150.10
TX-HAWK002827	4/11/2016	31	SCC Bookstore	Textbook	NACSCORP	\$279.50
TX-HAWK002828	4/18/2016	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$14.65
TX-HAWK002829	4/20/2016	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$5,250.00
TX-HAWK002830	4/25/2016	31	SCC Bookstore	Textbook	EDUCATIONAL TEXTBOOK COMP	\$915.00
TX-HAWK002831	5/2/2016	31	SCC Bookstore	Textbook	AMAZON	\$16.98
TX-HAWK002833	5/6/2016	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$8,181.25
TX-HAWK002835	5/6/2016	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$3,404.00
TX-HAWK002836	5/6/2016	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$2,226.00
TX-HAWK002837	5/9/2016	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$4,252.50
<b>Grand Total:</b>						<b>\$80,037.88</b>

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 9, 2016 THROUGH MAY 12, 2016  
BOARD MEETING OF MAY 31, 2016**

P.O. #	Amount	Description	Department	Comment
16-B0001049	\$70,000.00	Temporary rental of ground level bleachers : Graduation	SAC - Administrative Services	Received Quotations: 1) *Mike Brown Grandstands Inc. 2) Todd Elliott Entertainment & Event Planning 3) Smith Seating Co, Inc. *Successful Bidder

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvt
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

4.16 (25)

**Legend:** \* = Multiple Funds for this P.O.

Printed: 5/13/2016 10:55:48AM

Environment: Colleague

LoginID: KWHITE

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Board Date: May 31, 2016
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorical program were developed:

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
<b><u>Fiscal Year 2015/2016</u></b>		
1. California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant II (District) RSCCD's Child Development Services is a sub-awardee of a California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) block grant from the California Department of Education to support program quality improvement activities and Professional Learning Communities (PLCs) trainings and meetings for early childhood teachers and program staff to engage in dialogue on curriculum planning, program assessment, and family engagement. (15/16, 16/17). <i>No match required.</i>	05/10/2016	\$165,200
2. Career Technical Education Data Unlocked Initiative (District) Grant award from the California Community Colleges Chancellor's Office to serve as the Fiscal Agent for the CTE Data Unlocked grant to process subcontracts and sub-grants to help colleges improve the quality, accessibility, and utility of student outcome and labor market data to support career and technical education program development and improvement efforts. The CTE Data Unlocked initiative offers the California Community Colleges and Doing What Matters for Jobs and the Economy grantees a suite of tools, training, technical assistance, and funding to support this goal. Part of the initiative is that participating colleges will receive funding through the fiscal agent to support these activities, as well as technical assistance. (15/16, 16/17, 17/18). <i>No match required.</i>	04/13/2016	\$15,000,000
<b><u>Fiscal Year 2016/2017</u></b>		
3. Sector Navigator – Information Communications Technology (ICT)/Digital Media (District) Grant award from the California Community Colleges Chancellor's Office to develop ICT/Digital Media programs throughout the state by providing up-to-date information on industry trends and workforce needs, as well as providing in-region investments for professional development and faculty lead projects	07/01/2016	\$372,500

Fiscal Impact: \$15,537,700.00	Board Date: May 31, 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	

**Project Title**

**Award Date**

**Amount**

to develop CTE programs in these fields. (16/17) *The match required is \$372,500 that will be met entirely by third party in-kind contributions.*

**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: \$15,537,700.00	Board Date: May 31, 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 # 2521**

**NAME: Child Development Services – California State Preschool Program (CSPP)  
Quality Rating and Improvement System (QRIS) Block Grant (District)  
FISCAL YEAR 2015/2016 and 2016/2017**

**CONTRACT PERIOD: 7/1/2015 - 9/30/2016**

**PROJ ADM: Enrique Perez**

**CONTRACT AMOUNT: \$165,200.00**

**PROJ DIR: Janneth Linnell**

**PRIME SPONSOR: California Department of Education**

**DATE: 5/19/2016**

**FISCAL AGENT: Orange County Superintendent of Schools/Orange County Department of Education**

**PRIME AWARD #: N/A**

**SUB-AWARD #: 42618**

**CFDA #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
33-2521-000000-50000-8699	Other Misc State Revenue : District Operations		165,200
33-2521-692000-53321-4210	Books, Mags & Subscrip-Non-Lib : CDC Administration	3,500	
33-2521-692000-53321-4310	Instructional Supplies : CDC Administration	40,000	
33-2521-692000-53321-4610	Non-Instructional Supplies : CDC Administration	6,500	
33-2521-692000-53321-5100	Contracted Services : CDC Administration	10,000	
<b>33-2521-692000-53323-2320</b>	<b>Classified Employees - Hourly : CDC Centennial Educ</b>	21,100	
<b>33-2521-692000-53323-2340</b>	<b>Student Assistants - Hourly : CDC Centennial Educat</b>	6,630	
33-2521-692000-53323-3325	Medicare - Non-Instructional : CDC Centennial Educa	306	
33-2521-692000-53323-3335	PARS - Non-Instructional : CDC Centennial Education	274	
33-2521-692000-53323-3435	H & W - Retiree Fund Non-Inst : CDC Centennial Educ	277	
33-2521-692000-53323-3515	SUI - Non-Instructional : CDC Centennial Education	11	
33-2521-692000-53323-3615	WCI - Non-Instructional : CDC Centennial Education	666	
<b>33-2521-692000-53325-2320</b>	<b>Classified Employees - Hourly : CDC Santa Ana Colle</b>	21,100	
33-2521-692000-53325-3325	Medicare - Non-Instructional : CDC Santa Ana Colleg	306	
33-2521-692000-53325-3335	PARS - Non-Instructional : CDC Santa Ana College	274	
33-2521-692000-53325-3435	H & W - Retiree Fund Non-Inst : CDC Santa Ana Colle	211	
33-2521-692000-53325-3515	SUI - Non-Instructional : CDC Santa Ana College	11	
33-2521-692000-53325-3615	WCI - Non-Instructional : CDC Santa Ana College	506	
<b>33-2521-692000-53326-2320</b>	<b>Classified Employees - Hourly : CDC Santiago Canyon</b>	16,645	
<b>33-2521-692000-53326-2340</b>	<b>Student Assistants - Hourly : CDC Santiago Canyon C</b>	6,500	
33-2521-692000-53326-3325	Medicare - Non-Instructional : CDC Santiago Canyon	241	
33-2521-692000-53326-3335	PARS - Non-Instructional : CDC Santiago Canyon Coll	219	
33-2521-692000-53326-3435	H & W - Retiree Fund Non-Inst : CDC Santiago Canyon	231	
33-2521-692000-53326-3515	SUI - Non-Instructional : CDC Santiago Canyon Colle	8	
33-2521-692000-53326-3615	WCI - Non-Instructional : CDC Santiago Canyon Colle	555	
<b>33-2521-692000-53327-2320</b>	<b>Classified Employees - Hourly : CDC Santa Ana Colle</b>	21,100	
<b>33-2521-692000-53327-2340</b>	<b>Student Assistants - Hourly : CDC Santa Ana College</b>	6,500	
33-2521-692000-53327-3325	Medicare - Non-Instructional : CDC Santa Ana Colleg	306	
33-2521-692000-53327-3335	PARS - Non-Instructional : CDC Santa Ana College -	274	
33-2521-692000-53327-3435	H & W - Retiree Fund Non-Inst : CDC Santa Ana Colle	276	
33-2521-692000-53327-3515	SUI - Non-Instructional : CDC Santa Ana College - E	11	
33-2521-692000-53327-3615	WCI - Non-Instructional : CDC Santa Ana College - E	662	
	<b>Total 2521 - CSPP QRIS Block Grant II</b>	<b>165,200</b>	<b>165,200</b>

**SPECIAL PROJECT DETAILED BUDGET #2220**

**NAME: CTE Data Unlocked Initiative (District)**

**Fiscal Years 2015/2016 - 2017/208**

**CONTRACT PERIOD: 06/01/16 - 02/28/2018**

**Project Administrator: E. Perez**

**CONTRACT AMOUNT: \$15,000,000**

**Project Director: S. Santoyo**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**Date: 05/09/16**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: 15-197-001**

Account String	Description	Debit	Credit
12-2220-000000-50000-8659	Other Reimb Categorical Allow		15,000,000
<b>Resource Development</b>			
12-2220-679000-53345-2110	Classified Management (Director, Special Programs, 50%)	79,200	
12-2220-679000-53345-2130	Classified Employees (Accountant)	111,654	
12-2220-679000-53345-2320	Classified Employees, Hourly (Account Clerk)	0	
12-2220-679000-53345-3215	PERS - Non-Instructional	22,610	
12-2220-679000-53345-3315	OASDHI - Non-Instructional	11,833	
12-2220-679000-53345-3325	Medicare - Non-Instructional	2,767	
12-2220-679000-53345-3330	PARS - Non-Instructional	0	
12-2220-679000-53345-3415	H & W - Non-Instructional	76,644	
12-2220-679000-53345-3435	H & W Ret Fnd - Non-Instructional	1,909	
12-2220-679000-53345-3515	SUI - Non-Instructional	95	
12-2220-679000-53345-3615	WCI - Non-Instructional	4,580	
12-2220-679000-53345-3915	Other Benefits - Non-Instructional	5,849	
12-2220-679000-53345-4610	Supplies - Non-Instructional	9,500	
12-2220-679000-53345-5100	Subagreements with CTE Data Unlocked Partners:	14,079,892	
	Academic Senate of California Community Colleges		
	Regional Consortia		
	Sector Navigators		
	RP Group		
	WestEd		
	Santa Rosa Junior College		
	Delta/Educational Results Partnership		
	Sub-grant agreements with 113 community colleges to implement CTE Data Unlocked projects at their campuses		
<b>Accounting</b>			
12-2220-679000-54212-2130	Classified Employees	0	
12-2220-679000-54212-2320	Classified Employees, Hourly (Account Clerk)	15,577	
12-2220-679000-54212-3215	PERS - Non-Instructional	0	
12-2220-679000-54212-3315	OASDHI - Non-Instructional	0	
12-2220-679000-54212-3325	Medicare - Non-Instructional	226	
12-2220-679000-54212-3330	PARS - Non-Instructional	203	
12-2220-679000-54212-3415	H & W - Non-Instructional	0	
12-2220-679000-54212-3435	H & W Ret Fnd - Non-Instructional	156	
12-2220-679000-54212-3515	SUI - Non-Instructional	8	
12-2220-679000-54212-3615	WCI - Non-Instructional	374	
12-2220-679000-54212-3915	Other Benefits - Non-Instructional	0	
	<b>Subtotal Direct Costs</b>	<b>14,423,077</b>	
12-2220-672000-50000-5865	Indirect: 4%	576,923	
	<b>Total Project Costs</b>	<b>15,000,000</b>	<b>15,000,000</b>

**SPECIAL PROJECT DETAILED BUDGET: # 2538**

**NAME: Information Communications Technology (ICT)/Digital Media Sector Navigator**

**FISCAL YEAR: 2016/2017**

**CONTRACT PERIOD: 07/01/16 - 06/30/17**

**PROJ ADM: Enrique Perez**

**CONTRACT AWARD: \$372,500**

**Date: 05/19/2014**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: 16-151-006**

**SUB-AWARD: N/A**

**CFDA #: N/A**

Account String	Description	New Budget	
		Debit	Credit
12-2538-000000-50000-8659	Other Reimb Categorical Allow : District Operations		372,500
12-2538-672000-50000-5865	Indirect Costs : District Operations @ 4%	14,326	
12-2538-679000-53305-4610	Non-Instructional Supplies : Educational Services O	6,000	
12-2538-679000-53305-5100	Contracted Services : Educational Services Office - Independent Contractor, Steve Wright, LLC \$155,000 -Project Mgmt of collaborative curriculum alignment in LA, Software in Bay, Model Curriculum and Netlabs support \$3,000 -Content development for web site (LTS) \$51,900 -Research expenses ( Integrative Impact LLC - Nicole Sherman) \$40,000 -Faculty development on-line tuition and reporting \$23,682 -Contract education \$17,000	290,582	
12-2538-679000-53345-2130	Classified Employees : Reso - Francisco Villaseñor @ 60%	38,020	
12-2538-679000-53345-3215	PERS - Non-Instructional :	4,504	
12-2538-679000-53345-3315	OASDHI - Non-Instructional	2,424	
12-2538-679000-53345-3325	Medicare - Non-Instructiona	567	
12-2538-679000-53345-3415	H & W - Non-Instructional :	13,648	
12-2538-679000-53345-3435	H & W - Retiree Fund Non-In	391	
12-2538-679000-53345-3515	SUI - Non-Instructional : R	20	
12-2538-679000-53345-3615	WCI - Non-Instructional : R	938	
12-2538-679000-53345-3915	Other Benefits - Non-Instru	1,080	
	<b>Total - 2538 ICT/Digital Media Sector Navigator</b>	<b>372,500</b>	<b>372,500</b>

The match required is \$372,500 that will be met entirely by third party in-kind contributions.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Sub-Agreement between RSCCD and the North Orange County Community College District/Cypress 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 Cypress College 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-16-2345-06 - North Orange County Community College District/Cypress College (\$12,000)

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

**RECOMMENDATION**

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

Fiscal Impact: \$12,000	Board Date: May 31, 2016
Prepared by: Francisco Villaseñor, Resource Development	
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**

*North Orange County Community College District/Cypress College*

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *North Orange County Community College District/Cypress 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 31<sup>st</sup> 2016 through December 31<sup>st</sup> 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. 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.

13. Termination

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

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

13. Notices

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

**Digital Media Center**  
**Gustavo Chamorro**  
**Deputy Sector Navigator/Project Director**  
**1300 S. Bristol Street**  
**Santa Ana, CA 92704**  
**(714) 241-5810**  
[chamorro\\_gustavo@rsccd.edu](mailto:chamorro_gustavo@rsccd.edu)

North Orange County Community College District/Cypress College (Subcontractor)  
Project Manager: Ben Izadi  
9200 Valley View St.  
Cypress, CA 90630  
[bizadi.cypress@gmail.com](mailto:bizadi.cypress@gmail.com)

**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

*North Orange County Community College  
District/Cypress College*

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: \_\_\_\_\_

Title: Business Operations/Fiscal Services

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

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

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

DUNS#: 07-607-0283

DUNS #:  
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 31, 2016

## EXHIBIT A

### Cyber Patriot Conceptual Project Definition

Cypress College agrees to coordinate the Cyber Patriot competition team project. This proposed project has four major elements. 1. Outreach to middle and high schools, 2. Training mentors and delivering CyberPatriot training sessions, 3. Assisting with the CyberPatriot team enrollment and training costs, and 4. Purchasing needed training equipment. The outreach to middle/high school districts will start this spring to enroll students and coaches to the program. Orientation and training session events will be scheduled in late spring to prepare students for the competition rounds. Three weeks of CyberPatriot academy will be offered in June. Mentors will complete training during summer and participate in training events both on-site (at the middle/high school) and on-campus (at Cypress College) during summer and fall. Competition rounds will be held at Cypress College during fall semester.

#### Tentative Budget

\$2,000 Stipend for PE to train mentors and work with high schools

\$1,000 Assisting with CyberPatriot entrance fee

\$1,500 Bus transportation and food for the training sessions

\$5,000 Stipend for mentors

\$2,500 Equipment for CyberPatriot training (Laptops)

#### Tentative Timeline

April/May Contact middle/high schools to develop team ; Orientation event

June CyberPatriot Academy

July/August Mentorship training, 2 CyberPatriot training events at Cypress

September CyberPatriot training event at Cypress, Mentor school visits

Oct-Dec Competition rounds at Cypress

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 31, 2016
Re:	Approval of Sub-Agreement between RSCCD and the Coast Community College District/Coastline Community College for the Sector Navigator ICT/Digital Media Grant	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded the Sector Navigator - Information Communications Technology (ICT)/Digital Media grant #15-151-006 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 SN ICT/DM 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 Community College will develop and organize checklists, documents, and how-to information that will be posted on a central website for easy access by faculty interested in implementing the CyberPatriot program.

DO-16-2537-01 - Coast Community College District/Coastline Community College (\$10,000)

The project administrator is Enrique Perez.

**RECOMMENDATION**

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

Fiscal Impact: \$10,000	Board Date: May 31, 2016
Prepared by: Francisco Villaseñor, Resource Development	
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**”), #15-151-006, 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 31<sup>th</sup> 2016 through June 30<sup>th</sup>, 2016.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

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:

Rancho Santiago Community College District  
ATTN: Francisco Villaseñor  
2323 North Broadway, Suite #330  
Santa Ana, CA 92706

5. Reporting

**SUBCONTRACTOR** is responsible for completion and submission of all activity report related to the Information and Communications Technology/ Digital Media Grant to **Francisco Villaseñor at Villasenor\_Francisco@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. 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.

13. Termination

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

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

14. Notices

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

Enrique Perez, J.D., Project Administrator  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 350  
Santa Ana, CA 92706-1640  
perez\_enrique@rsccd.edu  
(714) 480-7460

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: \_\_\_\_\_

DUNS#: 07-607-0283

DUNS #:  
**Employer/Taxpayer Identification Number (EIN)**

Board Approval Date: May 31, 2016

## EXHIBIT A

### Exhibit A

#### CyberPatriot How-To-Guide

**Scope of Work:** The Project team will develop and organize checklists, documents, and how-to information that will be posted on a central website for easy access by faculty interested in implementing the CyberPatriot program. The team will work with the website developer to design and update the website for use by community colleges and K-12 schools throughout California.

**Deliverables:** The Project team will deliver materials to support new and existing CyberPatriot teams, primarily in the form of a bookmarked PDF document intended for electronic distribution. In addition to the PDF, supporting materials will be in the form of PowerPoint slides for training and virtual images for use with applications such as VMWare Player or VMFusion. The materials will be comprehensive in nature to cover various topics of the CyberPatriot program to assist new teams with registration, include training materials for various topics covered in the competition, and potential solutions for other issues that arise during the competition and training seasons. PowerPoint slides will include instructor notes that can be shared in the classroom as training materials for students that are new to the program. The PowerPoint training slides will be indexed in such a way that new instructors are able to understand when to teach topics as applicable to the competition season. The virtual images simulate competition game play and can be used in a variety of situations, including new coach introductory sessions, new competitor training, and new mentor involvement.

The Project team will also assist the website developer designated by Steve Wright to code the website. The Project team will assist with theme selection and/or page design, information gathering, storyboards, user stories, and overall website design. The Project team is not responsible for website development/coding.

#### Project Outline:

- **Intro to CyberPatriot for K-12 schools**
  - Registration process and checklist
  - Rules overview
  - List of resources
  - Budget/costs associated
  - Practice images for various levels
- **Intro to CyberPatriot events for colleges**
  - Checklist for events
  - Budget/costs associated
  - Flyer sample
  - Intro for coaches (with practice images)
  - Outreach ideas
  - Sample forms
  - Setup for event days
  - IT and equipment needs
  - Lessons learned
  - How to work with the scoring engine to create your own practice images
  - Suggested calendar of events

## EXHIBIT A

- **Training**
  - Index of training materials
  - Training materials for various levels of experience
  - Practice images
- **Website**
  - Tobi will work with the person designated by Steve Wright for website development
  - Concept/ideas/brainstorming
  - Page design/theme selection
  - Information gathering
  - Conversion of documentation listed above into web design
  - Pages: Home, About Us, Find an Event Location, Event Schedule (page for each community college hosting events in CA), Calendar, Registration Assistance, Training Materials, Schedule Development, Promotional Materials and Flyers

NOTE: actual development and coding is expected to be done by the person designated by Steve Wright and those costs are not accounted for in this budget

**Tentative Budget:** \$10,000 from Sector Navigator Steve Wright.

- **Tobi West**
  - 50% contribution
  - Project Lead and document organizer
  - 949-945-3925
  - [twest20@coastline.edu](mailto:twest20@coastline.edu)
- **Irvin Lemus**
  - 50% contribution
  - Training Material preparation and indexing
  - 562-207-8538
  - [ilemus3@coastline.edu](mailto:ilemus3@coastline.edu)

### **Tentative Timeline:**

05/31/16: Project Start

06/03/16: First draft to Project Lead for review (training materials)

06/07/16: Draft review complete with revision feedback provided to others

06/09/16: Revisions completed and returned to Project Lead

06/10/16: Training materials and competition documentation complete and ready for review by Sector Navigators, Steve Wright for final approval

06/13/16: Responses due regarding final approval or revisions requested

06/13/16: Begin website design discussions

06/13/16: Create user stories, storyboard, theme selection, and page design

EXHIBIT A

06/14/16: Begin website development (coding by Steve Wright's designated developer)

06/28/16: Website testing and review

06/30/16: Website completion and maintenance period

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 31, 2016
Re: Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for the Sector Navigator ICT/Digital Media Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District will continue to serve as the Fiscal Agent for the 2016/17 (year 4) Sector Navigator – Information Communications Technology/Digital Media grant, RFA #13-151, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. RSCCD will support implementation of this statewide project to strengthen and develop the California Community Colleges’ information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

**ANALYSIS**

Stephen A. Wright, LLC, will continue to serve as the Sector Navigator to implement the ICT/Digital Media Sector Navigator project under the terms and conditions of sub-agreement #DO-16-2538-01 for this renewal grant-funded term. The enclosed sub-agreement outlines the terms and conditions for Stephen A. Wright, LLC to serve as the Sector Navigator to implement the project. The performance period of the sub-agreement is July 1, 2016 through June 30, 2017, with an amount of \$155,000.

The Project Administrator is Enrique Perez.

**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: \$155,000	Board Date: May 31, 2016
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
*Stephen A Wright, LLC***

This grant sub-agreement (hereinafter “**Agreement**”) is entered into this 1<sup>ST</sup> day of June 2016, between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Stephen A Wright, LLC (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded the “Sector Navigator – Information Communications Technology/Digital Media” grant RFA #13-151 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to implement a statewide project to develop California community colleges information communications technology and digital media programs to improve alignment with employers and industry and ensure students’ preparation for careers and continued study in these fields.

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

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

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

**ARTICLE I**

1. Statement of Work

**SUBCONTRACTOR** will implement the **Grant** as described in the attached Statement of Work, Exhibit A – Fiscal Year 2016/17 Information Communications Technology/Digital Media Sector Navigator Application. **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work, and to provide all services 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 July 1, 2016, through June 30, 2017.

3. Total Cost

The total cost to **RSCCD** for performance of this **Agreement** shall be \$155,000 USD.

4. Payment

**SUBCONTRACTOR** will submit a monthly invoice for payment, as required by **RSCCD**. The Project Administrator will review and certify the invoice, and submit invoice to Accounts Payable for disbursement. Payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes as

described in the Statement of Work, Exhibit A, and of all applicable performance reports, which will be reviewed and certified by the Project Administrator. Submit invoice(s) referencing the **Agreement** contract number (refer to footer) to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Director of Grants  
2323 North Broadway, Suite #330  
Santa Ana, CA 92706

5. Reporting

**SUBCONTRACTOR** will be responsible for completion and submission of project reports as required by the **Grant** Legal Terms and Conditions, and summarized below:

*Quarterly Reports* are due: 1st Quarter – October 25<sup>th</sup>; 2nd Quarter – January 25<sup>th</sup>; 3rd Quarter – April 25<sup>th</sup>; and 4th Quarter – July 25<sup>th</sup>.

*Final Report* is due August 31, 2016.

6. Expenditure of Grant Funds

**SUBCONTRACTOR** agrees to comply with all **Grant** requirements and is solely responsible for the appropriate expenditure of all **Grant** funds received and for any misappropriation or dis-allowment of **Grant** funds.

7. Time Extensions

**SUBCONTRACTOR** must spend all of the funds allocated through this **Agreement** within the timeframe of the **Agreement**.

8. Independent Contractor

**SUBCONTRACTOR** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this **Agreement** shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this **Agreement**.

**SUBCONTRACTOR** shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

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

10. Record Keeping

**SUBCONTRACTOR** agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

11. Audit

**SUBCONTRACTOR** agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

12. Mutual Indemnification

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

13. 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.

14. 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.

15. 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: Enrique Perez, J.D., Project Administrator  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 350  
Santa Ana, CA 92706-1640  
perez\_enrique@rsccd.edu  
(714) 480-7460

SUBCONTRACTOR: Stephen A Wright, LLC  
Attn: Stephen A. Wright  
1696 La Jolla Drive  
Thousand Oaks, CA 91362  
Steve@wrightca.com  
(805) 231-8444

**ARTICLE II**

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the **Agreement**, RFA Specifications, Appendix A: Legal Terms and Conditions (Articles I, Eff 07/16 and II, Eff. 4/16), Appendix C: Guidelines, Definitions and Allowable Expenditures for the Economic and Workforce Development Program, and Appendix D: Common Metrics & Accountability Measures, as set forth in the RFA Renewal Instructions and incorporated into this **Agreement** by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this **Agreement** in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

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

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this **Agreement** to be executed as of this 31<sup>th</sup> day of May 2016.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Stephen A Wright,  
LLC

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Steven A. Wright

Title: Business Operations/Fiscal Services

Title: Manager

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

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

Board Approval Date: May 31, 2016

EIN/TIN: 81-2592903

LLC-1

Articles of Organization of a Limited Liability Company (LLC)

201613010251

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

FILED Secretary of State State of California

MAY 09 2016

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

1 Stephen A. Wright, LLC

Proposed LLC Name

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, Inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

2 The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

3 a. 1606 La Jolla Drive Thousand Oaks CA 91362
Initial Street Address of Designated Office in CA - Do not list a P.O. Box City (no abbreviations) State Zip

b. Initial Mailing Address of LLC, if different from 3a City (no abbreviations) State Zip

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

4 a. Susan L. Windsor Agent's Name

b. 23901 Calabasas Road, Suite 1063 Calabasas CA 91302
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

Management (Check only one.)

- 5 The LLC will be managed by:
[checked] One Manager [ ] More Than One Manager [ ] All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

Organizer - Sign here (with signature)

Stephen A. Wright Print your name here

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail Secretary of State Business Entities, P.O. Box 944228 Sacramento, CA 94244-2280

Drop-Off Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 09 2016

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

*Alex Padilla*

ALEX PADILLA, Secretary of State

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Stephen A. Wright, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>P</u> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>1696 La Jolla DR</b> City, state, and ZIP code <b>Thousand Oaks, CA, 91362</b>	Requester's name and address (optional) <b>Rancho Santiago Community College Dist</b> <b>2323 N Broadway</b> <b>Santa Ana CA 92706</b>
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">3</td> </tr> </table>	Social security number																		Employer identification number									8	1	-	2	5	9	2	9	0	3
Social security number																																						
Employer identification number																																						
8	1	-	2	5	9	2	9	0	3																													

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶ Date ▶ <u>5-12-16</u>

<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Purpose of Form</b></p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> <li>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>2. Certify that you are not subject to backup withholding, or</li> <li>3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.</li> </ol>	<p><b>Note.</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p><b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> <li>• An individual who is a U.S. citizen or U.S. resident alien,</li> <li>• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>• An estate (other than a foreign estate), or</li> <li>• A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul> <p><b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p>
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April 27, 2016

Ms. Abbie Singleton  
California Community Colleges Chancellor's Office  
Workforce & Economic Development Division  
1102 Q Street, Suite 4554  
Sacramento, CA 95811-6539

**RE: Grant No. 16-151-006 ICT/Digital Media Sector Navigator Yr. 4 - Renewal**

Dear Ms. Singleton:

Enclosed are the four original grant agreement packets that include a signed grant agreement facesheet, contact page, signed application budget summary sheet, budget detail sheet, match detail sheet, out-of-state travel request, signed workplan certification, workplan, and the supervisor of record certification for the renewal grant #16-151-006 – ICT/Digital Media Sector Navigator – awarded to Rancho Santiago Community College District.

We look forward to receiving the executed copy. If you have any questions, please contact the Resource Development Department at (714) 480-7466.

Sincerely,

Maria N. Gil  
Resource Development Coordinator  
Resource Development Department, Educational Services Division  
Rancho Santiago Community College District

Enclosures

cc: Steve Wright

**THIS FORM MAY NOT BE REPLICATED  
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870	<b>DISTRICT USE ONLY</b>
	District (Grantee): <u>Rancho Santiago CCD</u>
	College: <u>N/A</u>

<b>Grant Agreement</b>	<b>BOG-CCCCO USE ONLY</b>
Workforce and Economic Development Division	Grant Agreement No.: <b>16 - 151 - 006</b>
Sector Navigator- Information & Communication Technologies	Funding Fiscal Year
RFA # <b>13 - 151</b>	<u>2016-17</u> Total Amount Encumbered : \$ <b>372,500</b>

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Eff. 7/16 and II, Eff. 4/16), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2016 to June 30, 2017. The Final Report must be submitted within 60 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

**GRANTEE**

Project Director: Stephen Wright	Total Grant Funds Requested: \$ <u>372,500</u>
Signature, Chief Executive Officer (or authorized Designee)	Date: <u>4/26/16</u>
	
Print Name/Title of Person Signing: Raúl Rodríguez, Ph.D., Chancellor	District Address: 2323 N. Broadway Santa Ana, CA92706

**STATE OF CALIFORNIA**

Project Monitor: Jean Claude Mbomeda	Agency Address: 1102 Q Street, Suite 4554 Sacramento, CA 95811-6539				
<b>Item:</b>	<b>Object of Expenditure</b>	<b>Chapter</b>	<b>Statute</b>	<b>Fiscal Year</b>	<b>Amount</b>
6870 - 101 - 0001	3235 - 751 - 23505		2016	2016-17	\$ 372,500
<b>Total Amount Encumbered : \$</b>					<b>372,500</b>

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:  
**Erik Skinner, Deputy Chancellor**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Sector Navigator

SECTOR (if applicable): Info & Comm Tech (ICT)/Digital Media

COLLEGE: N/A

FISCAL YEAR: 2016/17

RFA Number: 13-151

### CONTACT PAGE

District:	<u>Rancho Santiago CCD</u>		
Address:	<u>2323 N. Broadway</u>		
City:	<u>Santa Ana, CA</u>	State:	<u>CA</u> Zip: <u>92706-1640</u>

<b>District Superintendent/President</b> <i>(or authorized designee)</i>			
Name:	<u>Raül Rodriguez, Ph.D.</u>	Phone:	<u>(714) 480-7450</u>
Title:	<u>Chancellor</u>	Fax:	<u>(714) 796-3915</u>
E-mail Address:	<u>Rodriguez_Raul@rscdd.edu</u>		

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>			
Name:	<u>Enrique Perez, J.D.</u>	Phone:	<u>(714) 480-7460</u>
Title:	<u>Asst. Vice Chancellor, Educational Services</u>	Fax:	<u>(714) 796-3921</u>
E-mail Address:	<u>Perez_Enrique@rscdd.edu</u>		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Stephen (Steve) Wright (Independent Contractor)</u>	Phone:	<u>(805) 496-8583</u>
Title:	<u>Sector Navigator</u>	Fax:	<u>(714) 796-3921</u>
E-mail Address:	<u>Steve@wrightca.com</u>		

<b>Person Responsible for Data Entry</b>			
Name:	<u>Kevin Troung</u>	Phone:	<u>(714) 480-7325</u>
Title:	<u>Senior Accountant</u>	Fax:	<u>(714) 796-3933</u>
E-mail Address:	<u>Truong_Kevin@rscdd.edu</u>		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>			
Name:	<u>Peter J. Hardash</u>	Phone:	<u>(714) 480-7340</u>
Title:	<u>Vice Chancellor, Bus. Op. &amp; Fiscal Services</u>	Fax:	<u>(714) 976-3935</u>
E-mail Address:	<u>Hardash_Peter@rscdd.edu</u>		

<b>Person Responsible for Budget Certification</b>			
Name:	<u>Richard Kudlik</u>	Phone:	<u>(714) 480-7349</u>
Title:	<u>Fiscal Services Manager</u>	Fax:	<u>(714) 796-3933</u>
E-mail Address:	<u>Kudlik_Richard@rscdd.edu</u>		

**THIS FORM MAY NOT BE REPLICATED**

PROJECT: Sector Navigator

SECTOR (if applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

**APPLICATION BUDGET SUMMARY**

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	MATCH
				Match Required
			\$ 372,500	\$ 372,500
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 38,020	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 23,572	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 6,000	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 290,582	\$ 372,500
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 358,174	\$ 372,500
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		9	\$ 14,326	
<b>TOTAL COSTS:</b>		10	\$ 372,500	\$ 372,500

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

**Project Director:**

Name: Stephen (Steve) Wright (Contractor) Title: Project Director  
 Authorized Signature:  Date: 4-25-16

**District Chief Business Officer (or authorized designee):**

Name: Peter J. Hardash Title: Vice Chancellor, Bus. Op. & Fiscal Services  
 Authorized Signature:  Date: 4/26/16

**Project Administrator:**

Name: Enrique Perez, J.D. Title: Asst. Vice Chancellor, Educational Services  
 Authorized Signature:  Date: 4/26/16

THIS FORM MAY NOT BE REPLICATED

PROJECT: Sector Navigator  
 SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media  
 DISTRICT: Rancho Santiago CCD  
 COLLEGE: N/A  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	FUNDS REQUESTED	
		SB1402 (EWD)	
		\$	372,500
1000		\$	-
2000	Classified Salaries, Non-instructional (Regular, Full-time) Francisco Villasenor/Accountant at 60% \$5,280.53/month X 12 months = \$63,366.35/year at 60% = \$38,019.81	\$	38,020
3000	<b>Employee Benefits</b> Accountant, classified benefit rate is 22.947%: consisting of PERS 11.847%, OASDHI 6.2%, Medicare 1.45% Health & Welfare Retire Fund 1.0%, SUI .05%, WCI 2.4%. Plus fringe, \$1,800 per year, and health cost averaged at \$39,286.60/year at 60% = \$23,572	\$	23,572
4000	<b>Supplies and Materials</b> ICT/DM marketing and outreach materials: pathways Trifolds BIW and others, \$5,000 Program supplies: paper, toner, binders, folders, USB storage, easels, etc \$1,000	\$	6,000
5000	<b>Other Operating Expenses and Services</b> Subcontractor: Sector Navigator  Independent Contractor, Steve Wright as the Sector Navigator: \$12,083/mo x 12 months = \$144,996; plus, travel required by CCCCCO and to fulfill the duties of the role \$10,000  SN Travel: IOTTC Conference, Denver, CO \$1,880; NCCET 2016 Fall Conference, Boston, MA \$2,580. SXSW Conf. Austin, TX: (\$650 air+(\$150/night x 6 nights)+(\$71/diem x 7 days)+ pkg & transport \$300, \$700 reg \$3,000);  Chancellor's Office Meetings (Travel costs \$870) Attend Regional Consortia Meetings (Travel costs \$870) ICT/DM Statewide Advisory Meetings (2 times per year \$400 ea: \$800)  <b>Consultant Services</b>  Faculty Stipends: NetLabs + UG, SD, ENT, ITTP, BBIW \$3,000  ListenToSee: portal development, hosting, maintenance, support & other services. \$51,900  Research expenses for curriculum inventory relative to branded pathways, 3rd party credentials, by region to be assembled in interactive database for webuse (N. Sherman) \$40,000  <b>Subcontractors</b>  Faculty Development on-line tuition and reporting (Host site MPICT/SynED and Service agent Degreeed) total \$23,682 WASC June \$5,000 Certification Voucher promotion (Xvoucher or other) DMEC	\$	155,000
6000	<b>Capital Outlay</b>	\$	-
7000	<b>Other Outgo</b>	\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	358,174
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	14,326
<b>TOTAL COSTS:</b>		\$	372,500

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED

PROJECT: Sector Navigator

SECTOR (if applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

Funding Requires Dollar-for-Dollar Match

APPLICATION BUDGET DETAIL SHEET  
MATCH

Object of Expenditure	Classification	Match
1000		\$ -
2000		\$ -
3000		\$ -
4000		\$ -
5000	<p>Diablo Valley College will partner with Rancho Santiago CCD by providing the following contributions to the project:</p> <ul style="list-style-type: none"> <li>• Share and align resources and collaborate to provide training opportunities for secondary and post-secondary faculty to stay abreast of trends and required skills in industries related to ICT and Digital Media.</li> </ul> <p>IN-KIND • Assist with and/or host advisory meetings in Diablo Valley College's region.</p> <ul style="list-style-type: none"> <li>• Leverage WASTC's existing resources and information to help support grant.</li> </ul> <p>Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$25,000. In-kind contribution of time and expense for these mutual objectives.</p>	\$ 25,000
	<p>LTS will work with Steve Wright, Sector Navigator hosted by RSCCD by providing in-kind contributions to share and align resources and collaborate to provide workforce information regarding employment trends and required skills in industries related to ICT and Digital Media.</p> <p>IN-KIND Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$50,000. In-kind contribution of time and expense for these mutual objectives.</p>	\$ 50,000
	<p>SynED will work with Steve Wright, Sector Navigator hosted by RSCCD by providing in-kind contributions to the project to conduct additional outreach efforts to business and industry, using contacts that SynED has developed in the ICT and Digital Media businesses sector.</p> <p>IN-KIND Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$60,000. In-kind contribution of time and expense for these mutual objectives.</p>	\$ 60,000
	<p>West Hills CCD will work with Steve Wright, Sector Navigator hosted by Rancho Santiago CCD by providing the following in-kind contributions to the project:</p> <ul style="list-style-type: none"> <li>• Share and align resources and collaborate to provide workforce information regarding employment trends and required skills in industries related to ICT and Digital Media.</li> <li>• Assist with and/or host advisory meetings in West Hills CCD region.</li> </ul> <p>IN-KIND • Conduct additional outreach efforts to business and industry, using contact that West Hills CCD has developed in the ICT and Digital Media businesses sector.</p> <ul style="list-style-type: none"> <li>• Leverage West Hills CCD existing resources and information to help support grant.</li> </ul> <p>Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$100,000. In-kind contribution of time and expense for these mutual objectives.</p>	\$ 100,000
	<p>Cisco Networking Academy will work with Steve Wright, Sector Navigator hosted by RSCCD by providing in-kind contributions to the project to conduct additional outreach efforts to business and industry, using contacts that Cisco Networking Academy has developed in the ICT and Digital Media businesses sector.</p> <p>IN-KIND Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$1.79M (Approximately \$137,500 for RSCCD). In-kind contribution of time and expense for these mutual objectives. The Cisco Networking Academy looks forward to another year of collaboration in the advancement of ICT education with RSCCD and the California community College Chancellor's Office.</p>	\$ 137,500
6000		\$ -
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 372,500</b>
<b>TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):</b>		
<b>TOTAL COSTS:</b>		<b>\$ 372,500</b>



April 13, 2016

California Community Colleges Chancellor's Office  
Workforce and Economic Development Division  
1102 Q Street  
Sacramento, CA 95811

Re: In-Kind matching contribution for ICT-Digital Media CA Statewide Grant

Dear Sector Navigator Selection Committee:

Should Rancho Santiago Community College District's Information Communications Technology and Digital Media Sector Navigator application be awarded, the Western Academy Support and Training Center (WASTC) hosted at Diablo Valley College will collaborate with them to address the Information Communications Technologies & Digital Media workforce development needs in the California. WASTC will work with Steve Wright, Sector Navigator hosted by RSCCD by providing the following in-kind contributions to the project:

- Share and align resources and collaborate to provide training opportunities for secondary and post-secondary faculty to stay abreast of trends and required skills in industries related to ICT and Digital Media.
- Assist with and/or host advisory meetings in Diablo Valley College's region.
- Leverage WASTC's existing resources and information to help support grant.

Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$25,000 in-kind contribution of time and expense for these mutual objectives.

We look forward to participating in the state's efforts to address the important workforce development needs in the ICT and Digital Media industries, and value and respect RSCCD's leadership and initiative in this area.

Sincerely,

Kim Schenk  
*Senior Dean, Curriculum and Instruction*  
Tel. 925.969.2036  
[kschenk@dvc.edu](mailto:kschenk@dvc.edu)



April 13, 2016

California Community Colleges Chancellor's Office  
Workforce and Economic Development Division  
1102 Q Street  
Sacramento, CA 95811

Re: In-Kind matching contribution for ICT-Digital Media CA Statewide Grant

Dear Sector Navigator Selection Committee:

Should Rancho Santiago Community College District's Information Communications Technology and Digital Media Sector Navigator application be awarded, ListenToSee, Inc. (LTS) is dedicated to collaboration with them to address the Information Communications Technologies & Digital Media workforce development needs in the California. LTS will work with Steve Wright, Sector Navigator hosted by RSCCD by providing in-kind contributions to share and align resources and collaborate to provide workforce information regarding employment trends and required skills in industries related to ICT and Digital Media.

Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$50,000. In-kind contribution of time and expense for these mutual objectives.

We look forward to participating in the state's efforts to address the important workforce development needs in the ICT and Digital Media industries, and value and respect RSCCD's leadership and initiative in this area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Young', written over a horizontal line.

Scott Young  
President  
ListenToSee, Inc.  
[www.ListenToSee.com](http://www.ListenToSee.com)



The Future Begins Here

Phone: (866) 420-4573

Email: [info@syned.org](mailto:info@syned.org)

April 13, 2016

California Community Colleges Chancellor's Office  
Workforce and Economic Development Division  
1102 Q Street  
Sacramento, CA 95811

Re: Cash or In-Kind matching contribution for ICT-Digital Media CA Statewide Grant

Dear Sector Navigator Selection Committee:

Should Rancho Santiago Community College District's Information Communications Technology and Digital Media Sector Navigator application be awarded, SynED is dedicated to collaboration with them to address the Information Communications Technologies & Digital Media workforce development needs in the California. SynED will work with Steve Wright, Sector Navigator hosted by RSCCD by providing in-kind contributions to the project to conduct additional outreach efforts to business and industry, using contacts that SynED has developed in the ICT and Digital Media businesses sector.

Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$60,000. In-kind contribution of time and expense for these mutual objectives.

We look forward to participating in the state's efforts to address the important workforce development needs in the ICT and Digital Media industries, and value and respect RSCCD's leadership and initiative in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Guy Smith", is written over the word "Sincerely,".

Guy Smith  
Executive Director  
SynEd  
[www.SynED.org](http://www.SynED.org)



**Dr. Stuart Van Horn**  
*Vice Chancellor of Educational Services and Workforce Development*  
Office- (559) 934-2131 • Fax- (559) 934-2889  
stuartvanhorn@whccd.edu

West Hills College Coalinga

West Hills College Lemoore

North District Center, Firebaugh

Naval Air Station Lemoore

April 14, 2016

California Community Colleges Chancellor's Office  
Workforce and Economic Development Division  
1102 Q Street  
Sacramento, CA 95811

Re: Cash or In-Kind matching contribution for ICT-Digital Media CA Statewide Grant

Dear Sector Navigator Selection Committee:

Should Rancho Santiago Community College District's Information Communications Technology and Digital Media Sector Navigator application be awarded, West Hills CCD is dedicated to collaboration with them to address the Information Communications Technologies & Digital Media workforce development needs in the California. West Hills CCD will work with Steve Wright, Sector Navigator hosted by RSCCD by providing the following in-kind contributions to the project:

- Share and align resources and collaborate to provide workforce information regarding employment trends and required skills in industries related to ICT and Digital Media.
- Assist with and/or host advisory meetings in West Hills CCD region.
- Conduct additional outreach efforts to business and industry, using contacts that West Hills CCD has developed in the ICT and Digital Media businesses sector.
- Leverage West Hills CCD existing resources and information to help support grant.

Based upon our own budget analysis for these activities in the coming fiscal year this represents a \$100,000. In-kind contribution of time and expense for these mutual objectives.

We look forward to participating in the state's efforts to address the important workforce development needs in the ICT and Digital Media industries, and value and respect RSCCD's leadership and initiative in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stuart Van Horn", is written over a circular blue stamp or seal.

Stuart Van Horn, Ed.D  
Vice Chancellor



### Networking Academy In-Kind Contribution Estimate\*

Report Date: April 21, 2016

Country: United States

Project Name: California Community Colleges FY2016 Projection

\*The following information is proprietary Cisco information and serves only as a best estimate. This estimate is subject to change over time. It should not be shared outside of the context of this partnership.

This projection is based on the following assumptions:	
Number of fiscal years: <b>FY2016 (based on FY2015 data)</b>	<b>1</b>
<b>Grand total students enrolled:</b>	<b>7,757</b>
• CCNA Discovery:	112
• CCNA Exploration:	361
• CCNA R&S:	5,760
• CCNA Security:	211
• CCNP:	276
• IT Essentials:	1,037

In-kind Contribution Category	In-kind Contribution Value (\$)	Percent (%) of Total
Curriculum/Course Value	\$872.66k	48.84%
Packet Tracer	\$431.00k	24.12%
Certification Vouchers	\$9.14k	0.51%
Academy Support	\$355.74k	19.91%
Instructors: Course Guides and IPD	\$118.33k	6.62%
<b>TOTAL:</b>	<b>\$1.79M</b>	<b>100.00%</b>

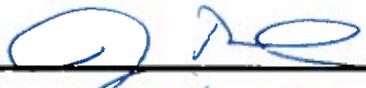
THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Sector Navigator  
**SECTOR (if applicable):** Info & Comm Tech (ICT)/Digital Media  
**DISTRICT:** Rancho Santiago CCD  
**COLLEGE:** N/A  
**FISCAL YEAR:** 2016/17  
**RFA NUMBER:** 13-151

### Collaborative Regional Workplan Certification

In accordance with the 2016-17 required grant renewal process, I certify that I have conducted collaborative regional planning with other regional key talent to develop common workplan objectives (where possible), associated with the required common metrics of leading indicators and momentum points.

**Print Name:** Enrique Perez, J.D. (Project Administrator) \_\_\_\_\_

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

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

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 1  
Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands.

**Common Metrics:**  
**Select:** Goal 1 Increase the number of community college CTE students who earn a certificate or degree that prepares them for the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Develop challenges and rewards to help DSNs Encourage BIW Certification and BIW AA as appropriate	Chart and measurement on line	2nd Quarter	Sector Navigator
1.2	Copy and tool kit for DSN Formulate statewide grassroots marketing campaign Begin to assist DSNs Outreach to prospective students (HS, Craigslist) utilizing statewide BIW marketing campaigns and BIW community	Copy and tool kit for DSNs and BIW community	2nd Quarter	Sector Navigator
1.3	Lead with Community building and engage DSNs Promote BIW II for every campus	95% BIW participating	3rd Quarter	Sector Navigator

5.4 (22)

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 1  
Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands.

**Common Metrics:**  
Select: Goal 1 Increase the number of community college CTE students who earn a certificate or degree that prepares them for the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Summarize statewide opportunities and manage DSNs to support Faculty and Staff professional development opportunities	Postings on site	2nd Quarter	Sector Navigator
1.5	Champion statewide CyberPatriots planning, funding and contests to help DSNs promote CyberPatriots program with local High Schools, encourage CCC Mentors, and seed fund as appropriate.	Statewide resource tab on website	2nd Quarter	Sector Navigator
1.6	Develop statewide BAS-IT Networking team for research and development	2 CCC institute BAS IT	4th Quarter	Sector Navigator

5.4 (23)

PROJECT: Sector Navigator  
SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2016/17  
RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 1  
Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands.

**Common Metrics:**  
Select: Goal 1 Increase the number of community college CTE students who earn a certificate or degree that prepares them for the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.7	Drive community building and DSN engagement with CCCs to Promote ITTP on all campus locations	80% all CCCs with ITTP	4th Quarter	Sector Navigator
1.8	Develop Counselors Brief for IT for DSNs to Promote and share with Counselors best pathways for IT students	Delivered by DSNs	2nd Quarter	Sector Navigator
1.9	Develop Statewide IT Campus Readiness Inventory to help DSNs assess each campus for IT Campus readiness and develop a program to improve where appropriate (use IT Readiness Inventory)	80% of CCCs evaluated	2nd Quarter	Sector Navigator

5.4 (24)

PROJECT: Sector Navigator  
 SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media  
 DISTRICT: Rancho Santiago CCD  
 COLLEGE: N/A  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 2  
 Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands

**Common Metrics:**  
 Select: Goal 2 Increase the number of community college CTE students who attain multiple credentials that prepare them for advancement within the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Develop communication package with Academic Senate to Facilitate conversion of BIW courses to CTE C-ID	50% conversion statewide	4th Quarter	Sector Navigator
2.2	Develop conversion plan kit and video for statewide use to Promote and facilitate IT MC C-ID conformance in IT Campuses	Video and tool kit available on website	2nd Quarter	Sector Navigator
2.3				

5.4 (25)

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 3  
Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands.

**Common Metrics:**  
Select: Goal 3 Secure employment, job retention, economic mobility, and living-wage earnings for community college CTE students in both short-term and long-term educational pathways

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Improve 'how to' on website to Facilitate student access to 3rd Party Certificate mapping and support, i.e. MOS, Salesforce.com	Improve cert vouchers demand	2nd Quarter	Sector Navigator
3.2	Research and develop pathways for statewide utilization to establish Digital Media certificate skills and workflows for Professional non-digital people	Cert Pathway published for CCCs	2nd Quarter	Sector Navigator
3.3	Research hybrid uses of DM for academic instruction and share with Faculty	Guidelines to help DSNs seel panelists	2nd Quarter	Sector Navigator

5.4 (26)

PROJECT: Sector Navigator  
SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2016/17  
RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

Objective: 3  
Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands.

Common Metrics:  
Select: Goal 3 Secure employment, job retention, economic mobility, and living-wage earnings for community college CTE students in both short-term and long-term educational pathways

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.4	Develop onboarding strategy and implement to solicit industry experienced faculty and course descriptions to match pathways on Ent EDGE	Site operational	3rd Quarter	Sector Navigator
3.5	Acquire Linked In training solution for state to help counselors establish Linked IN seminars for all students	Solution available to all CCCs	3rd Quarter	Sector Navigator
3.6	Maintain statewide Placement agency network - conduct surveys to help DSNs visit and interview placement agency contacts for sector demands	Be aware of latest trends in sectors	3rd Quarter	Sector Navigator

5.4 (27)

PROJECT: Sector Navigator  
SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2016/17  
RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 3  
Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands.

**Common Metrics:**  
Select: Goal 3 Secure employment, job retention, economic mobility, and living-wage earnings for community college CTE students in both short-term and long-term educational pathways

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.7	Fund and communicate Xvoucher plan to Assure 3rd Party IT Certificate mapping and support exists for relevant courses with available voucher or testing center information	Improve or replace voucher support system	3rd Quarter	Sector Navigator
3.8	Lead teams and research and develop draft for consensus validation for to CCCs to provide effective post baccalaureate certifications in IT, e.g. B2B Sales, High level NetLab certs ( e.g. Rockwell IOT), HCIT	B2B Tech Sales available to CCCs statewide	4th Quarter	Sector Navigator
3.9	Draft call to action for faculty, supervise Web development of site to solicit faculty and course descriptions that match SD EDGE pathways	All pathways populated with available courses in Bay and LA	4th Quarter	Sector Navigator

5.4 (28)

PROJECT: Sector Navigator  
SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2016/17  
RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

Objective: 4  
Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands

Common Metrics:  
Select: Goal 4 Support economic development

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Write press and host events that will promote Ent EDGE in community organizations and Economic Development events	Two articles in LA	3rd Quarter	Sector Navigator
4.2	Attend industry conferences to keep up with emerging trends	Schedule major conference dates	3rd Quarter	Sector Navigator
4.3	Support IOTTC with membership and participation to Provide Technical Assistance to Business	Participate in workforce committee	3rd Quarter	Sector Navigator

5.4 (29)

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 4  
Lead the ICT-Digital Media Sector Team (including subsectors IT, BIW, Digital Media, Software Development and Entertainment) in effective academic growth responsive to changing industry demands

**Common Metrics:**  
Select: Goal 4 Support economic development

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.4	Draft PR and press to Promote SD EDGE in community organizations and Economic Development events (especially in areas where Software Developers are a workforce gap..after site is up)	Published stories in Bay and LA	3rd Quarter	Sector Navigator
4.5				
4.6				

5.4 (30)

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED

PROJECT: Sector Navigator

SECTOR (If applicable): Info & Comm Tech (ICT)/Digital Media

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

Statement of Work (Annual Workplan)  
Objectives/Common Metrics

Objective: 5

Common Metrics:  
Select:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1				
5.2				
5.3				

5.4 (31)

## CCCCO/CTE Out-of-State Travel Request Form [Revised Oct. 2011]

NO OUT-OF STATE TRAVEL REQUEST FORM WILL BE ACCEPTED AFTER TRAVEL HAS OCCURRED

Agreement/Grant Number	16-151-006
District/College Name	Rancho Santiago CCD
Traveler Name(s)	Steve Wright
Traveler Position(s)	Project Director
Event Title	IOTTC conference
Event Website Address	<a href="http://www.iottalent.org">http://www.iottalent.org</a>
Event Location	Denver CO
Travel Dates	Estimated Nov , 2016
Perkins Title IC Funds Only: <i>Travel pertains to and is included in the respective budget summary.</i>	(Check One) <input type="checkbox"/> List Top Code(s) that are addressed <input type="checkbox"/> Across CTE Programs
Using Title IC funds: Describe the purpose for attending the event	n/a
Title IB Funds Only: Explain how attendance will have regional or statewide impact.	The Talent Consortium intends to become the go-to reference for IoT professional qualifications, career and skills development and talent acquisition. We are building an IoT information marketplace, including learning and talent exchange platforms to achieve these goals
State "SB 70" Funds Only: Explain how attendance is related to project.	n/a
All: Explain how this attendance will contribute to the success of the program/project.	Our organization can become an integral part of shaping the educational and recruitment solutions that accelerate IoT workforce preparation—and gain incremental leverage from accessing consortium learning and talent exchange resources.
<b>Maximum reimbursable costs<sup>1</sup></b>	
Incidentals, parking, tolls, etc.	\$100
Registration	\$200
Meals (not covered by the conference, at district rates)	\$100
Airfare <sup>2</sup>	\$600
Conference Shuttle service	\$80
Lodging <sup>3</sup> (not including non-discretionary taxes and fees)	\$800
<b>ESTIMATED TOTAL</b>	<b>\$1880.</b>

<sup>1</sup> Costs-must reflect the most cost effective and prudent use of state/federal funds.

<sup>2</sup> For airfare costs, use California State Government rates as a "reasonableness" guide, most recent management memo (<http://www.travel.dgs.ca.gov/default.htm>) [See "Airlines" tab.]

<sup>3</sup> For lodging costs, use U.S. Govt. "CONUS" rates as a "reasonableness" guide (<http://www.gsa.gov>) [See "Policy and Regulations" tab.]

To submit, e-mail completed form (as an attachment) from responsible Administrator to your Project Monitor.

1) In the e-mail subject line, type: **Out-of-state travel request.**

2) In e-mail body, state **EITHER** that the request (a) **complies** with the cost guidelines per the request form footnotes or (b) **provide a justification for non-compliance.** Monitor will review the request and email a response back to you. Keep a copy of the approval document and/or email in your audit files.

3) Gather and keep information such as the agenda, handouts from sessions of the conference/professional development session which adequately records the purpose of the event. Keep documentation with the project audit file.

## CCCCO/CTE Out-of-State Travel Request Form [Revised Oct. 2011]

NO OUT-OF STATE TRAVEL REQUEST FORM WILL BE ACCEPTED AFTER TRAVEL HAS OCCURRED

Agreement/Grant Number	16-151-006	
District/College Name	Rancho Santiago CCD	
Traveler Name(s)	Steve Wright	
Traveler Position(s)	Project Director	
Event Title	NCCET 2016 fall conference	
Event Website Address	http://www.nccet.org/aws/NCCET/pt/sp/annualconf	
Event Location	Boston MA	
Travel Dates	Estimated Oct 3-5 , 2016	
<b>Perkins Title IC Funds Only: Travel pertains to and is included in the respective budget summary.</b>	<i>(Check One)</i> <input type="checkbox"/> List Top Code(s) that are addressed <input type="checkbox"/> Across CTE Programs	
<b>Using Title IC funds: Describe the purpose for attending the event</b>	n/a	
<b>Title IB Funds Only: Explain how attendance will have regional or statewide impact.</b>	NCCET's annual conference attracts hundreds of education leaders from around the nation. Each conference features numerous sessions highlighting emerging trends, hot new programs and best practices of interest to learning professionals. Network with other leaders and develop relationships for sharing resources and learning from one another. The impact will be on the scope and direction of our emerging ICT curriculum efforts.	
<b>State "SB 70" Funds Only: Explain how attendance is related to project.</b>	n/a	
<b>All: Explain how this attendance will contribute to the success of the program/project.</b>	SN will be co-presenting with Pearson Acclaim regarding the use of Digital Badges in conjunction with entry level job pathways. The audience consists of peers in education that will validate, compare and /or contribute to the evolving program.	
<b>Maximum reimbursable costs<sup>1</sup></b>		
Incidentals, parking, tolls, etc.		\$100
Registration		\$500
Meals (not covered by the conference, at district rates)		\$200
Airfare <sup>2</sup>		\$900
Conference Shuttle service		\$80
Lodging <sup>3</sup> (not including non-discretionary taxes and fees)		\$800
<b>ESTIMATED TOTAL</b>		<b>\$2580.</b>

<sup>1</sup> Costs-must reflect the most cost effective and prudent use of state/federal funds.

<sup>2</sup> For airfare costs, use California State Government rates as a "reasonableness" guide, most recent management memo (<http://www.travel.dgs.ca.gov/default.htm>) [See "Airlines" tab.]

<sup>3</sup> For lodging costs, use U.S. Govt. "CONUS" rates as a "reasonableness" guide (<http://www.gsa.gov>) [See "Policy and Regulations" tab.]

To submit, e-mail completed form (as an attachment) from responsible Administrator to your Project Monitor.

1) In the e-mail subject line, type: **Out-of-state travel request.**

2) In e-mail body, state **EITHER** that the request (a) **complies** with the cost guidelines per the request form footnotes or (b) **provide a justification for non-compliance.** Monitor will review the request and email a response back to you. Keep a copy of the approval document and/or email in your audit files.

3) Gather and keep information such as the agenda, handouts from sessions of the conference/professional development session which adequately records the purpose of the event. Keep documentation with the project audit file.

## CCCCO/CTE Out-of-State Travel Request Form [Revised Oct. 2011]

NO OUT-OF STATE TRAVEL REQUEST FORM WILL BE ACCEPTED AFTER TRAVEL HAS OCCURRED

Agreement/Grant Number	16-151-006
District/College Name	Rancho Santiago CCD
Traveler Name(s)	Steve Wright
Traveler Position(s)	Project Director
Event Title	South by Southwest (SXSW) Conference
Event Website Address	<a href="http://sxsw.com/">http://sxsw.com/</a>
Event Location	Austin, Texas
Travel Dates	Estimated March 9 – 16, 2017
<b>Perkins Title IC Funds Only: Travel pertains to and is included in the respective budget summary.</b>	<i>(Check One)</i> <input type="checkbox"/> List Top Code(s) that are addressed <input type="checkbox"/> Across CTE Programs
<b>Using Title IC funds: Describe the purpose for attending the event</b>	n/a
<b>Title IB Funds Only: Explain how attendance will have regional or statewide impact.</b>	SXSW Edu/Interactive is the most comprehensive future oriented conference of this type in the world. In a seven-day conference, hundreds of panels are available that address educational technology and interactive (ICT) technology that is emerging. The impact will be on the scope and direction of our emerging ICT curriculum efforts.
<b>State "SB 70" Funds Only: Explain how attendance is related to project.</b>	n/a
<b>All: Explain how this attendance will contribute to the success of the program/project.</b>	SXSW is a powerful recruiting ground for business advisors for the California ICT/DM Sector. Many prominent California business leaders attend, speak and meet with attendees. Being in a 'give back mood' it is the best time to gain commitment for our community college programs.
<b>Maximum reimbursable costs<sup>1</sup></b>	
Incidentals, parking, tolls, etc.	\$173
Registration	\$700
Meals (not covered by the conference, at district rates)	\$497
Airfare <sup>2</sup>	\$650
Conference Shuttle service	\$80
Lodging <sup>3</sup> (not including non-discretionary taxes and fees)	\$900
<b>ESTIMATED TOTAL</b>	<b>\$3000.</b>

<sup>1</sup> Costs-must reflect the most cost effective and prudent use of state/federal funds.

<sup>2</sup> For airfare costs, use California State Government rates as a "reasonableness" guide, most recent management memo (<http://www.travel.dgs.ca.gov/default.htm>) [See "Airlines" tab.]

<sup>3</sup> For lodging costs, use U.S. Govt. "CONUS" rates as a "reasonableness" guide (<http://www.gsa.gov>) [See "Policy and Regulations" tab.]

To submit, e-mail completed form (as an attachment) from responsible Administrator to your Project Monitor.

1) In the e-mail subject line, type: **Out-of-state travel request.**

2) In e-mail body, state **EITHER** that the request (a) **complies** with the cost guidelines per the request form footnotes or (b) **provide a justification for non-compliance.** Monitor will review the request and email a response back to you. Keep a copy of the approval document and/or email in your audit files.

3) Gather and keep information such as the agenda, handouts from sessions of the conference/professional development session which adequately records the purpose of the event. Keep documentation with the project audit file.

## APPENDIX H

### Supervisor of Record Certification Roles and Responsibilities for Onboarding of Project Directors/Key Talent



In addition to the Roles and Responsibilities described in the 2013/14 RFA, in order to achieve the agreed upon grant performance, the roles and responsibilities of the "Supervisor of Record" to CCCCO as Grantee will include but are not limited to:

- Reviewing with Project Director/Key Talent all aspects of the RFA as agreed to by the District and/or College including providing a written and digital copy of Grant Agreement Appendix A and all other relevant documents;
- Provide Project Director the support necessary to fulfill all aspects of the Grant agreement, particularly those as required by region
- Acting as point of contact for all CCCCO communications and concerns related to overall performance of the grant including performance of identified Project Director and/or other staff and subcontractors;
- Onboarding Project Director/Key talent and relevant others in the District and/or College Administrative processes and requirements (with written and digital documentation) including but not limited to:
  - An accurate Organizational Chart with appropriate contact information
  - Budget review and amendments requirements
  - Subcontracting
  - Hiring of independent contractors
  - Purchasing
  - Grant and accounting requirements, processes, procedures, expectations, timelines and any other factors which might influence the ability of the Grantee and Project Director to complete the grant requirements and workplans
  - Required documentation for timesheets and other information to determine time and effort
  - Travel requirements

- All other processes and procedures necessary to ensure the timely meeting of grant expectations as agreed to
- Informing and certifying that relevant Project Director and staff are presented with District and/or College policies on:
  - Non-discrimination
  - Americans with Disabilities ACT
  - Conflict of Interest
  - Drug-Free Workforce
  - Any additional Federally and/or State required policies
- Informing Project Director on District and/or College policies and procedures relevant to evaluation of performance as a **District or College employee** including promotion and termination
- Providing in written form assurances that a newly hired Key Talent meet or exceeds the minimum qualifications as attached in Appendix G
- Ensuring that positions align with relevant job specifications
- Developing Project Director/ Key Talent positions in response to grant requirements
- Addressing individual performance issues
- Evaluating and documenting performance of Key Talent
- Ensuring that Administrative processes and timelines do not unnecessarily negatively impact the performance of the grant including the timely expenditures of funds as agreed to in the RFA.

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**Supervisor of Record Certification**

In accordance with the 2016-2017 required grant renewal process. I certify that I am the Supervisor of Record (SOR) and will ensure to conduct the outlined on-boarding process and fulfill the SOR role as outlined in Appendix H and Article I (Rev. July 1, 2016). Please complete and return the certification with the renewal application packet.

<b>Print Name:</b> Enrique Perez, J.D.	<b>Phone Number:</b> (714) 480-7460
<b>Signature :</b> 	<b>Date:</b> 4.25.14
<b>Title:</b> Assistant Vice Chancellor of Educational Services	<b>District:</b> Rancho Santiago CCD
<b>E-mail Address:</b> Perez_Enrique@rscdd.edu	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES**

To: Board of Trustees	Date: May 31, 2016
Re: Adoption of Board Policies	
Action: Request for Approval	

**BACKGROUND**

The Board Policy Committee met on April 25, 2016 and reviewed several revised policies. These policies were presented to the Board for First Reading on May 16, 2016 and are now presented for adoption.

**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**

It is recommended that the Board adopt these new and revised policies.

Fiscal Impact: None	Board Date: May 31, 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: Raúl Rodríguez, Ph.D., 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: May 31, 2016 (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, or in any 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: May 31, 2016 (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 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 May 31, 2016 (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;
- 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: May 31, 2016**

## **BP 5140 Disabled Students Programs and Services**

**Reference:** Education Code Sections 67310 and 84850; Title 5 Sections 56000 et seq.

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 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: May 31, 2016**

# 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:

- 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;
- 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 May 31, 2016 (Previously BP4140)**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

(Board of Trustees Office)

To: Board of Trustees	Date: May 31, 2016
Re: Approval of Board Legislative Committee Recommendations	
Action: Request for Action	

**BACKGROUND**

The Board Legislative Committee met on May 18, 2016, to review legislative bills and recommend positions on each bill to the full board.

**ANALYSIS**

After review of the following bills, Chairperson Nelida Mendoza Yanez and committee members John Hanna and Larry Labrado recommend the following action:

**Support**

AB 1721 (Medina)	Student Financial Aid: Cal Grant Program
AB 1741 (Rodriguez)	California College Promise Innovation Grant Program
AB 1846 (Lopez)	Adult Education Block Grant Program
AB 1892 (Medina)	Student Financial Aid: Cal Grant C Awards
AB 1936 (Chavez)	Public Postsecondary Education: Residency: Dependents of Armed Forces Members
AB 2155 (Ridley-Thomas)	Teachers: Retirement: Full Time
AB 2222 (Holden)	Greenhouse Gas Reduction Fund: Transit Pass Program
SB 1314 (Block)	Cal Grant Program: Middle Class Scholarship Program: Community College Baccalaureate Degree Program Students

**RECOMMENDATION**

It is recommended that the board review and approve the Board Legislative Committee's recommendations on the abovementioned bills.

Fiscal Impact: None	Board Date: May 31, 2016
Prepared by: Anita Lucarelli, Exec. Assistant to the Board of Trustees	
Submitted by: Board Legislative Committee	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC  
May 31, 2016

REVISED PAGE

MANAGEMENT

2015/2016 Chancellor Salary Schedule/Attachment #1

Appointment

Linda Rose  
President  
Santa Ana College  
Effective: July 18, 2016  
Salary Placement: 3-7 \$219,990.85/Year

Interim Assignment

Babeshoff, Ruth M.  
Interim Vice President  
Student Services  
Santiago Canyon College  
Effective: July 1, 2016  
Salary Placement: A-7 \$169,596.31/Year

Coto, Jennifer  
Interim Dean  
Counseling & Student Support  
Services Division  
Santiago Canyon College  
Effective: July 1, 2016  
Salary Placement: B-7 \$158,754.50/Year

Hernandez, John C.  
Interim President  
Santiago Canyon College  
Effective: July 1, 2016  
Salary Placement: 4-3 \$188,624.71/Year

Jordan, Loretta M.  
Interim Dean  
Student Affairs  
Santiago Canyon College  
Effective: July 1, 2016  
Salary Placement: B-5 \$146,766.05/Year

Perez, Enrique  
Interim Vice Chancellor  
Educational Services  
District Office  
Effective: July 1, 2016  
Salary Placement: 2-3 \$188,624.71/Year

Ratification of Resignation/Retirement

Bridges, Avie J.  
Dean  
Kinesiology, Health & Athletics Division  
Santa Ana College  
Effective: August 30, 2016 (Last Day)  
Reason: Retirement

**MANAGEMENT (CONT'D)**

Ratification of Resignation/Retirement (Cont'd)

Manzano, Lynn N.  
Assistant to the President  
Santiago Canyon College

Effective: August 19, 2016 (Last Day)  
Reason: Retirement

**FACULTY**

2015/2016 Permanent FARSCCD Salary Schedules/Attachments #2-7

Appointment

Shirah, Melissa  
Assistant Professor, Accounting  
Business & Career Technical  
Education Division  
Santiago Canyon College

Effective: August 15, 2016  
Tentative Placement: II-3 \$58,029.41/Year  
(Requisition #AC16-0536)

Ratification of Resignation/Retirement

Montiel-Childress, Dena  
Professor, Business Applications &  
Technology Division  
Business Division  
Santa Ana College

Effective: June 3, 2016 (Last Day)  
Reason: Retirement

Part-time New Hires/Rehires

Alcala, Lilia  
Instructor, Health & Safety (equivalency)  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: May 16, 2016  
Hourly Lecture Rate: II-3 \$47.25

Hall, Kathryn S  
Instructor, English  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: June 10, 2016  
Hourly Rate: II-3 \$28.40

Jantzen, Dylan O  
Instructor, Criminal Justice/Law Enforcement  
Human Services & Technology Division  
Santa Ana College

Effective: May 31, 2016  
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

**FACULTY (CONT'D)**

*Part-time New Hires/Rehires (Cont'd)*

Johnson, Jody L  
Instructor, Child Development  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: August 15, 2016  
Hourly Lecture Rate: II-3 \$56.79

Nguyen, Kevin  
Instructor, Earth Science/Geology  
Science, Math & Health Sciences Division  
Santa Ana College

Effective: August 16, 2016  
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

Volmer, Susan L  
Instructor, HSS/Bridge  
Continuing Education Division (CEC)  
Santa Ana College

Effective: August 22, 2016  
Hourly Lecture Rate: II-3 \$47.25

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2015/2016 Chancellor Salary Schedule  
Effective July 1, 2015

TITLE	Annual Base Salary
Chancellor	\$262,763.42

ADDITIONAL COMPENSATION			
Housing Allowance:	\$31,203.02	Annually	
Professional Expense Allowance:	\$6,240.63	Annually	
Cell Phone:	\$1,248.15	Annually	
Tax Sheltered Annuity:	\$6,552.61	Annually	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2015/2016 FARSCCD PERMANENT SALARY SCHEDULE**  
**175 Day Contract Faculty**  
 EFFECTIVE JULY 1, 2015

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$54,298.49	\$58,339.29	\$61,015.47	\$63,690.61	\$66,365.75	\$69,040.89	\$71,830.45
4	\$56,803.06	\$60,843.85	\$63,522.11	\$66,193.10	\$68,870.31	\$71,534.01	\$74,326.69
5	\$59,298.26	\$63,346.33	\$66,019.40	\$68,697.66	\$71,359.28	\$74,038.58	\$76,830.20
6	\$61,799.71	\$65,846.73	\$68,520.84	\$71,191.81	\$73,865.92	\$76,542.10	\$79,330.63
7	\$64,298.03	\$68,348.18	\$71,026.45	\$73,706.79	\$76,371.53	\$79,048.75	\$81,831.03
8	\$66,802.60	\$70,845.47	\$73,523.73	\$76,193.67	\$78,870.89	\$81,548.11	\$84,331.43
9	\$69,305.08	\$73,351.07	\$76,032.45	\$78,696.16	\$81,375.46	\$84,044.35	\$86,830.78
10	\$71,806.53	\$75,855.64	\$78,529.74	\$81,196.56	\$83,872.73	\$86,545.80	\$89,333.27
11	\$74,307.97	\$78,356.04	\$81,023.90	\$83,703.20	\$86,376.26	\$89,048.28	\$91,836.79
12	\$76,810.45	\$80,858.52	\$83,529.51	\$86,201.53	\$88,871.46	\$91,548.69	\$94,336.16
13		\$83,357.89	\$86,028.86	\$88,706.09	\$91,379.15	\$94,052.22	\$96,837.61
14		\$85,859.33	\$88,531.36	\$91,207.54	\$93,881.64	\$96,556.77	\$99,340.09
15		\$88,360.78	\$91,033.84	\$93,711.06	\$96,381.00	\$99,056.14	\$101,840.49
16				\$96,213.54	\$98,879.32	\$101,556.54	\$104,341.94
A						\$105,304.04	\$108,092.54
B						\$109,060.87	\$111,843.15
C						\$112,814.60	\$115,595.31

**CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES**

**CLASS I** a) Bachelor's degree  
 b) CTE placement - appropriate minimum qualifications

**CLASS II** a) Master's degree  
 b) Bachelor's degree plus 45 approved semester units earned after award of the degree  
 c) CTE placement - appropriate minimum qualifications plus one of the following:  
 1. Associate degree or 65 approved semester units plus six years approved work experience credit  
 2. Bachelor's degree plus three years approved work experience credit

**CLASS III** a) Master's degree plus 15 approved semester units earned after award of the degree  
 b) Bachelor's degree plus 49 approved semester units including a master's degree  
 c) CTE placement - appropriate minimum qualifications plus one of the following:  
 1. Associate degree plus 30 approved semester units or 95 approved semester units plus nine years approved work experience credit  
 2. Bachelor's degree plus six years approved work experience credit  
 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2015/2016 FARSCCD PERMANENT SALARY SCHEDULE**  
**175 Day Contract Faculty**  
EFFECTIVE JULY 1, 2015

- CLASS IV*    a) Master's degree plus 30 approved semester units earned after award of the degree  
                  b) Bachelor's degree plus 64 approved semester units including a master's degree  
                  c) CTE placement - appropriate minimum qualifications plus one of the following:  
                      1. Bachelor's degree plus nine years approved work experience credit  
                      2. Completion of 15 approved semester units after initial placement on  
                          Class III
- CLASS V*     a) Master's degree plus 45 approved semester units earned after award of the degree  
                  b) Bachelor's degree plus 79 approved semester units including a master's degree  
                  c) CTE placement - appropriate minimum qualifications plus one of the following:  
                      1. Bachelor's degree plus 45 approved semester units plus nine years  
                          approved work experience credit  
                      2. Master's degree plus nine years approved work experience credit  
                      3. Completion of 15 approved semester units after initial placement on  
                          Class IV
- CLASS VI*    a) Master's degree plus 60 approved semester units earned after award of the degree  
                  b) Bachelor's degree plus 94 approved semester units including a master's degree  
                  c) CTE placement - appropriate minimum qualifications plus one of the following:  
                      1. Master's degree plus 15 approved semester units plus nine years  
                          2. Completion of 15 approved semester units or nine years approved  
                          work experience credit after placement on Class V
- CLASS VII*   a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2015/2016 FARSccd PERMANENT SALARY SCHEDULE**  
**192 Day Contract Faculty**  
 EFFECTIVE JULY 1, 2015

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$59,573.88	\$64,006.80	\$66,943.01	\$69,878.18	\$72,813.35	\$75,748.50	\$78,808.48
4	\$62,321.84	\$66,754.75	\$69,693.03	\$72,624.04	\$75,561.28	\$78,483.98	\$81,547.08
5	\$65,059.38	\$69,500.61	\$72,433.70	\$75,371.99	\$78,291.55	\$81,231.92	\$84,293.98
6	\$67,803.17	\$72,243.37	\$75,177.50	\$78,108.49	\$81,041.58	\$83,977.79	\$87,037.77
7	\$70,544.88	\$74,988.19	\$77,926.48	\$80,867.88	\$83,790.58	\$86,727.82	\$89,780.51
8	\$73,292.83	\$77,727.82	\$80,666.11	\$83,596.07	\$86,533.31	\$89,470.56	\$92,524.31
9	\$76,037.65	\$80,476.80	\$83,419.25	\$86,341.95	\$89,281.27	\$92,209.15	\$95,266.01
10	\$78,782.48	\$83,224.75	\$86,158.88	\$89,084.69	\$92,020.90	\$94,953.98	\$98,011.87
11	\$81,527.31	\$85,968.54	\$88,895.39	\$91,834.71	\$94,767.79	\$97,698.81	\$100,758.78
12	\$84,272.13	\$88,713.37	\$91,644.38	\$94,576.43	\$97,505.34	\$100,442.59	\$103,500.50
13		\$91,456.12	\$94,386.08	\$97,323.34	\$100,256.42	\$103,189.51	\$106,245.33
14		\$94,200.94	\$97,131.95	\$100,068.16	\$103,002.28	\$105,937.45	\$108,991.19
15		\$96,944.73	\$99,877.81	\$102,815.07	\$105,743.98	\$108,679.15	\$111,733.93
16				\$105,560.93	\$108,485.70	\$111,422.94	\$114,478.76
A						\$115,533.95	\$118,592.88
B						\$119,655.88	\$122,708.57
C						\$123,774.68	\$126,824.25

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**     a) Bachelor's degree  
                   b) CTE placement - appropriate minimum qualifications
- CLASS II**    a) Master's degree  
                   b) Bachelor's degree plus 45 approved semester units earned after award of the degree  
                   c) CTE placement - appropriate minimum qualifications plus one of the following:  
                       1. Associate degree or 65 approved semester units plus six years approved work experience credit  
                       2. Bachelor's degree plus three years approved work experience credit
- CLASS III**   a) Master's degree plus 15 approved semester units earned after award of the degree  
                   b) Bachelor's degree plus 49 approved semester units including a master's degree  
                   c) CTE placement - appropriate minimum qualifications plus one of the following:  
                       1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit  
                       2. Bachelor's degree plus six years approved work experience credit  
                       3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2015/2016 FARSCCD PERMANENT SALARY SCHEDULE**  
**192 Day Contract Faculty**  
EFFECTIVE JULY 1, 2015

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree  
b) Bachelor's degree plus 64 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus nine years approved work experience credit  
    2. Completion of 15 approved semester units after initial placement on Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree  
b) Bachelor's degree plus 79 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit  
    2. Master's degree plus nine years approved work experience credit  
    3. Completion of 15 approved semester units after initial placement on Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree  
b) Bachelor's degree plus 94 approved semester units including a master's degree  
c) CTE placement - appropriate minimum qualifications plus one of the following:  
    1. Master's degree plus 15 approved semester units plus nine years  
    2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2015/2016 FARSCCD PERMANENT SALARY SCHEDULE**  
**225 Day Contract Faculty**  
 EFFECTIVE JULY 1, 2015

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$69,812.65	\$75,007.95	\$78,448.61	\$81,888.23	\$85,327.84	\$88,767.46	\$92,353.73
4	\$73,032.80	\$78,228.11	\$81,671.88	\$85,106.30	\$88,547.99	\$91,973.05	\$95,563.49
5	\$76,241.52	\$81,446.18	\$84,882.68	\$88,326.45	\$91,748.38	\$95,193.20	\$98,782.59
6	\$79,457.51	\$84,660.10	\$88,098.67	\$91,533.09	\$94,970.62	\$98,411.27	\$101,996.51
7	\$82,669.35	\$87,877.13	\$91,319.87	\$94,766.77	\$98,192.85	\$101,634.55	\$105,211.45
8	\$85,889.49	\$91,087.92	\$94,530.66	\$97,964.03	\$101,405.72	\$104,848.47	\$108,426.41
9	\$89,106.53	\$94,309.12	\$97,756.01	\$101,181.07	\$104,625.88	\$108,057.18	\$111,640.33
10	\$92,323.56	\$97,529.28	\$100,966.80	\$104,396.01	\$107,836.68	\$111,273.17	\$114,857.36
11	\$95,539.55	\$100,744.23	\$104,174.49	\$107,619.29	\$111,055.80	\$114,491.25	\$118,076.47
12	\$98,756.59	\$103,961.25	\$107,395.67	\$110,831.12	\$114,263.47	\$117,706.19	\$121,289.34
13		\$107,175.17	\$110,608.55	\$114,051.28	\$117,487.78	\$120,924.28	\$124,506.38
14		\$110,391.16	\$113,826.63	\$117,267.27	\$120,705.86	\$124,144.43	\$127,723.41
15		\$113,607.16	\$117,043.65	\$120,486.39	\$123,918.72	\$127,358.34	\$130,938.37
16				\$123,703.43	\$127,130.56	\$130,573.29	\$134,154.37
A						\$135,391.04	\$138,976.79
B						\$140,221.27	\$143,799.22
C						\$145,048.38	\$148,623.21

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**
- a) Bachelor's degree
  - b) Vocational placement - appropriate minimum qualifications
- CLASS II**
- a) Master's degree
  - b) Bachelor's degree plus 45 approved semester units earned after award of the degree
  - c) Vocational placement - appropriate minimum qualifications plus one of the following:
    - 1. Associate degree or 65 approved semester units plus six years approved work experience credit
    - 2. Bachelor's degree plus three years approved work experience credit
- CLASS III**
- a) Master's degree plus 15 approved semester units earned after award of the degree
  - b) Bachelor's degree plus 49 approved semester units including a master's degree
  - c) Vocational placement - appropriate minimum qualifications plus one of the following:
    - 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
    - 2. Bachelor's degree plus six years approved work experience credit
    - 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2015/2016 FARSCCD PERMANENT SALARY SCHEDULE**  
**225 Day Contract Faculty**  
EFFECTIVE JULY 1, 2015

- CLASS IV* a) Master's degree plus 30 approved semester units earned after award of the degree  
b) Bachelor's degree plus 64 approved semester units including a master's degree  
c) Vocational placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus nine years approved work experience credit  
    2. Completion of 15 approved semester units after initial placement on Class III
- CLASS V* a) Master's degree plus 45 approved semester units earned after award of the degree  
b) Bachelor's degree plus 79 approved semester units including a master's degree  
c) Vocational placement - appropriate minimum qualifications plus one of the following:  
    1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit  
    2. Master's degree plus nine years approved work experience credit  
    3. Completion of 15 approved semester units after initial placement on Class IV
- CLASS VI* a) Master's degree plus 60 approved semester units earned after award of the degree  
b) Bachelor's degree plus 94 approved semester units including a master's degree  
c) Vocational placement - appropriate minimum qualifications plus one of the following:  
    1. Master's degree plus 15 approved semester units plus nine years  
    2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V
- CLASS VII* a) Doctorate degree

**2015/2016 FARSCCD PERMANENT CREDIT SUMMER SALARY SCHEDULE "A"**

EFFECTIVE JUNE 13, 2016

**TEACHING**

(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$75.42	\$81.02	\$84.75	\$88.46	\$92.17	\$95.89	\$99.77
4	\$78.89	\$84.51	\$88.22	\$91.93	\$95.66	\$99.35	\$103.23
5	\$82.36	\$87.98	\$91.70	\$95.41	\$99.11	\$102.83	\$106.70

**LAB**

(Equivalent to 0.90 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$67.88	\$72.93	\$76.28	\$79.62	\$82.96	\$86.30	\$89.79
4	\$71.00	\$76.06	\$79.41	\$82.74	\$86.09	\$89.42	\$92.91
5	\$74.12	\$79.19	\$82.54	\$85.87	\$89.21	\$92.56	\$96.04

**COUNSELING/  
LIBRARIAN/NURSING**

(Equivalent to .085 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$64.10	\$68.88	\$72.04	\$75.19	\$78.35	\$81.50	\$84.80
4	\$67.06	\$71.83	\$74.99	\$78.14	\$81.30	\$84.45	\$87.74
5	\$70.00	\$74.78	\$77.95	\$81.10	\$84.25	\$87.41	\$90.70

**NON-TEACHING**

(Equivalent to 0.5 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$37.71	\$40.51	\$42.37	\$44.24	\$46.09	\$47.95	\$49.88
4	\$39.45	\$42.26	\$44.11	\$45.97	\$47.83	\$49.68	\$51.62
5	\$41.18	\$44.00	\$45.85	\$47.71	\$49.56	\$51.42	\$53.36

Schedule A applies to all academic college credit faculty who were employed on contract during the preceding academic year. All laboratory classes will be compensated at 0.90 of a lecture hour. Compensation for health services faculty, counselors, and librarian assignments will be computed at .85 of a lecture hour.

Placement on Schedule A is according to class and step placement as of the spring semester immediately preceding summer school.

A maximum assignment of 1.5 LHE per week will be allowed for all instructors, up to a maximum of 12 LHE for the summer program. This is a weekly assigned maximum, not an average or aggregate of total weeks taught during a summer session.

A maximum of twenty seven (27) hours per week will be allowed for all counselors. Combined counseling and instructional assignments shall be subject to the 27 hour limit. Assignments during the summer session shall be 100% student contact unless modified by mutual agreement with the appropriate administrator.

**2015/2016 FARSCCD PERMANENT NON-CREDIT SUMMER SALARY SCHEDULE "C"**

EFFECTIVE JUNE 6, 2016

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$84.84	\$91.15	\$95.34	\$99.52	\$103.70	\$107.88	\$112.24
4	\$88.75	\$95.05	\$99.26	\$103.43	\$107.61	\$111.77	\$116.14
5	\$92.65	\$98.98	\$103.16	\$107.34	\$111.50	\$115.69	\$120.05

Schedule C applies to all college non-credit full-time employees who were employed on contract during the preceding academic year and are continuing on contract for the ensuing academic year.

Placement on Schedule C is according to class and step placement as of the spring semester immediately preceding summer school.

Full-time instructors assigned to teach the course, Learning Disabilities Laboratory, shall be paid at 0.85 of the appropriate rate on this schedule.

A summer session assignment shall not exceed a total of 170 hours.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2015/2016 FARSCCD PERMANENT SALARY SCHEDULE "B"**  
**PART-TIME/BEYOND CONTRACT (Overload)**  
 EFFECTIVE JULY 1, 2015

ATTACHMENT #7

	Column I	Column II	Column III	Column IV
<b>TEACHING</b>	(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)			
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 15</b>	<b>MASTER'S + 30</b>
1				
2				
3	\$54.37	\$57.09	\$59.94	\$62.94
4	\$57.09	\$59.94	\$62.94	\$66.08
5	\$59.94	\$62.94	\$66.08	\$69.39

	Column I	Column II	Column III	Column IV
<b>LAB</b>	(Equivalent to 0.90 of a lecture hour)			
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 15</b>	<b>MASTER'S + 30</b>
1				
2				
3	\$48.93	\$51.38	\$53.95	\$56.65
4	\$51.38	\$53.95	\$56.65	\$59.48
5	\$53.95	\$56.65	\$59.48	\$62.45

	Column I	Column II	Column III	Column IV
<b>COUNSELING/ LIBRARIAN/NURSING</b>	(equivalent to 0.85 of a lecture hour)			
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 15</b>	<b>MASTER'S + 30</b>
1				
2				
3	\$46.22	\$48.53	\$50.96	\$53.50
4	\$48.53	\$50.96	\$53.50	\$56.17
5	\$50.96	\$53.50	\$56.17	\$58.98

	Column I	Column II	Column III	Column IV
<b>NON-TEACHING</b>	(equivalent to 0.5 of a lecture hour)			
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 15</b>	<b>MASTER'S + 30</b>
1				
2				
3	\$27.19	\$28.55	\$29.98	\$31.47
4	\$28.55	\$29.98	\$31.47	\$33.04
5	\$29.98	\$31.47	\$33.04	\$34.69

Schedule B applies to all non-contract college credit academic employees. Extra pay assignments beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof. Part-time laboratory assignments shall be paid at 0.90 of the LHE rate. Part-time assignments in library, health services, and counseling shall be paid at 0.85 of the LHE rate.

The hourly pay rate for **part-time psychologists** who are college counselors assigned specifically to provide psychological services through the Health Centers will be **\$72.57**.

Initial placement for faculty is at step 3, with advancement occurring every two (2) semesters of part-time/beyond contract work.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

MAY 31, 2016

**CLASSIFIED**

Temporary to Contract

Plascencia, Cynthia	Effective: May 18, 2016
Auxiliary Services Specialist (CL16-0778)	Grade 10, Step 1 \$42,335.37
Bookstore/ SAC	

Out of Class Assignment

Andrade, Jose	Effective: 07/01/16 – 06/30/17
Sr. Account Clerk/ School of Continuing Education/ SAC	Grade 10, Step 4 + 6PG (3000) \$52,036.68
Dela Torre, Irma	Effective: 04/20/16 – 05/31/16
Facilities Coordinator/ Admin. Services/ SCC	Grade 11, Step 6 + 2.5%L \$57,888.81
Kay, Trevor	Effective: 03/28/16 – 06/30/16
Administrative Secretary/ Counseling/ SAC	Grade 12, Step 4 + 5%L + 6PG (1750) \$61,238.01
Leung, Kristy	Effective: 07/01/16 – 12/30/16
Admissions & Records Spec. I/ School of Continuing Education/ SAC	Grade 6, Step 6 + 7.5%L + 2.5%Bil \$50,492.87
Zul, Armida	Effective: 05/06/16 – 06/05/16
Lead Custodian/ Continuing Ed./ SCC	Grade 8, Step 4 + 2.5%L \$46,188.31

Leave of Absence

Stewart, Reuben	Effective: 05/16/16 – 07/08/16
Custodian/ SCC	Reason: FMLA

*Ratification of Resignation/Retirement*

Lozano, Laura  
Admissions & Records Spec. II/  
Admissions/ SAC

Effective: May 17, 2016  
Reason: Resignation

Peralta, Lee  
Tech Spec. I/ ITS/ District

Effective: May 24, 2016  
Reason: Resignation

**CLASSIFIED HOURLY**

*New Appointments*

Hinau, Kimberly  
Learning Facilitator (CL15-0699)  
EOPS/ SAC

Effective: April 29, 2016  
Up to 19 Hours/Week School Session  
Grade 8, Step A \$18.61/Hour

Perez, Robert  
Instructional Assistant (CL16-0791)  
School of Continuing Education/ SAC

Effective: May 6, 2016  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$16.60/Hour

Salazar, Maria  
Instructional Assistant (CL16-0791)  
School of Continuing Education/ SAC

Effective: May 2, 2016  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$16.60/Hour

*Temporary to Hourly Ongoing*

Zamora, Cristina  
Auxiliary Services Specialist (CL16-0776)  
Auxiliary Services/ SAC

Effective: May 19, 2016  
19 Hours/Week 12 Months/Year  
Grade 10, Step A \$20.28/Hour

**TEMPORARY ASSIGNMENT**

Baltazar, Brian  
Test Proctor/ CTI- Educ. Services/ District

Effective: 06/01/16 – 06/30/16

Castaneda Ramirez, Cesar  
General Office Clerk/ Student Affairs/  
SAC

Effective: 06/01/16 -06/30/16

Ortiz Ruiz, Maria  
Instructional Assistant/ Science & Math /  
SCC

Effective: 06/13/16 – 06/30/16  
07/01/16 – 08/04/16





**COMMUNITY SERVICE PRESENTERS cont'd**  
*Stipends Effective March 11 – April 10, 2016*

Diebolt Price, Julie	Amount: \$ 1,204.52
Eyre, John	Amount: \$ 12.18
Fischer Militaru, Mariana	Amount: \$ 847.29
Friebert, Martin	Amount: \$ 495.00
Goldman, Deborah	Amount: \$ 313.20
Gorman, Ron	Amount: \$ 344.53
Lee, Jennifer	Amount: \$ 146.16
Mack, Karen	Amount: \$ 307.98
Narm, Tanya	Amount: \$ 69.60
Neal, Phyllis	Amount: \$ 157.50
Nolasco, Jeffrey	Amount: \$ 120.00
Pagones, Kimberly	Amount: \$ 135.72
Williams, Ronald	Amount: \$ 433.61

**VOLUNTEERS**

Chew, Harvey Volunteer/ Counseling/ SAC	Effective: 07/01/16 – 06/30/17
Fernandez, Luz Volunteer/ Counseling/ SAC	Effective: 07/01/16 – 06/30/17
Hurtado, Jazmin Volunteer/ Counseling/ SAC	Effective: 07/01/16 – 06/30/17

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Avila, Karina	Effective:	05/02/16-06/30/16
Cacho, Lizet	Effective:	05/05/16-06/30/16
Caton, Samar S.	Effective:	05/04/16-06/30/16
Ortiz, Annabel	Effective:	05/02/16-06/30/16
Pham, Katherine D.	Effective:	05/02/16-06/30/16

**SANTIAGO CANYON COLLEGE  
STUDENT ASSISTANT NEW HIRE LIST**

Gomez Brito, Maria de los Angeles	Effective:	05/13/2016 – 06/30/2016
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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings**

Resolution No. 16-15

**Whereas**, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

**Whereas**, on May 16, 2016, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

**Whereas**, Student Trustee Raquel Manriquez was not present at the board meeting; and

**Whereas**, the board has determined that Student Trustee Manriquez’s absence was due to illness;

**NOW, THEREFORE, BE IT RESOLVED** that Student Trustee Manriquez shall be paid at the regular rate of compensation for the board meeting on May 16, 2016.

Dated this 31<sup>st</sup> day of May 2016.

Ayes:  
Noes:  
Absent:  
Abstain:

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