

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, May 14, 2018**  
**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.

Santa Ana College inspires, transforms, and empowers a diverse community of learners.

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 the following to our diverse community: courses, certificates, and degrees that are accessible, applicable, and engaging.

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS** **4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda **Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of April 23, 2018 **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 Adoption of Resolution No. 18-10 in Honor of Classified School Employee Week - May 20-26, 2018 Action  
The administration recommends adoption of Resolution No. 18-10.
- 1.8 Presentation to 2017-2018 Student Trustee
- 1.9 Public Hearing – California School Employees Association, Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District
- 1.10 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579

## **2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

- 2.1 Report from Student Trustee
- 2.2 Reports from Student Presidents
- Student activities
- 2.3 Report from Classified Representative
- 2.4 Reports from Academic Senate Presidents
- Senate meetings
- 2.5 Reports from College Presidents
- Enrollment
  - Facilities
  - College activities
  - Upcoming events
- 2.6 Report from the Chancellor
- 2.7 Reports from Board Committee Chairpersons
- Board Legislative Committee
  - Orange County Community Colleges Legislative Task Force
- 2.8 Presentation on Orange County Community Colleges Strong Workforce Initiative Brand Campaign

## **3.0 INSTRUCTION**

- \*3.1 Approval of Memorandum of Understanding (MOU) between Goodwill Industries of Orange County and Santa Ana College (SAC) School of Continuing Education Action  
The administration recommends approval of the MOU between Goodwill Industries of Orange County and SAC School of Continuing Education.
- \*3.2 Approval of Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (With School Instructor on Hospital Premises) Action  
The administration recommends approval of the clinical training affiliation agreement renewal with St. Joseph Hospital of Orange (**with** school instructor on hospital premises) located in Orange, California as presented.

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

- \*3.3 Approval of Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (**Without** School Instructor on Hospital Premises) Action  
The administration recommends approval of the clinical training affiliation agreement renewal with St. Joseph Hospital of Orange (**without** school instructor on hospital premises) located in Orange, California as presented.
- \*3.4 Approval of Hospital On-Site Associate Degree Nursing Program Agreement Renewal with St. Joseph Hospital of Orange Action  
The administration recommends approval of the hospital on-site associate degree nursing program agreement renewal with St. Joseph of Orange located in Orange, California as presented.
- \*3.5 Approval of Clinical Training Affiliation Agreement Renewal with St. Jude Neighborhood Health Centers (Without School Instructor on Clinic Premises) Action  
The administration recommends approval of the clinical training affiliation agreement renewal with St. Jude Neighborhood Health Centers (without school instructor on hospital premises) located in Fullerton, California as presented.
- \*3.6 Acceptance of Donation of Wheelchair for use at Santa Ana College Disabled Students Programs and Services (DSPS) Action  
The administration recommends acceptance of the donation of a wheelchair for use at SAC in DSPS.
- \*3.7 Approval of California/Nevada Training Trust Master Cost Agreement Action  
The administration recommends approval of the California/Nevada Training Trust Master Cost Agreement.
- \*3.8 Approval of JTS Services Master Cost Agreement Action  
The administration recommends approval of the JTS Services Master Cost Agreement.
- \*3.9 Approval of the Metropolitan Water District of Southern California Master Cost Agreement Action  
The administration recommends approval of the Metropolitan Water District of Southern California Master Cost Agreement.
- \*3.10 Approval of Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC) Master Cost Agreement Action  
The administration recommends approval of the Operating Engineers Training Trust JATC Master Cost Agreement.

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

- \*3.11 Approval of Orange County Electrical Training Trust Master Cost Agreement Action  
The administration recommends approval of the Orange County Electrical Training Trust Master Cost Agreement.
- \*3.12 Approval of Southern California Surveyors Master Cost Agreement Action  
The administration recommends approval of the Southern California Surveyors Master Cost Agreement.
- 3.13 Approval of Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement Action  
The administration recommends approval of the Southwest Carpenters Training Fund and Southern California Carpentry JATC Master Cost Agreement.
- 3.14 Approval of Memorandum of Understanding between RSCCD and Unity Middle College High School (UCMHS) Action  
The administration recommends approval of the MOU between RSCCD and UMCHS.

#### **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 April 12, 2018, to May 2, 2018.
- \*4.3 Approval of Public Hearing for 2018-2019 Tentative Budget Action  
The administration recommends approval of holding a public hearing on the 2018-2019 Tentative Budget.
- \*4.4 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2018 Action  
The administration recommends approval of the CCFS-311Q for the period ending March 31, 2018, as presented.
- 4.5 Quarterly Investment Report as of March 31, 2018 Information  
The quarterly investment report as of March 31, 2018, is presented as information.

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



- \*4.6 Approval of Amendment to Community and Student Workforce Agreement Action  
The administration recommends approval of the amendment to the Community and Student Workforce Project Agreement with the Los Angeles/Orange County Building and Construction Trades Council and authorization be given to the Chancellor or his designee to finalize the amendment with the Council and execute the amendment accordingly.
- \*4.7 Award of Bid #1336 for Elevator Pump, Motor and Cylinder Replacement at District Operations Center Action  
The administration recommends awarding Bid #1336 to GMS Elevator Services, Inc. for the elevator pump, motor and cylinder replacement at the District Operations Center as presented.
- \*4.8 Approval of Agreement with Converse Consultants for Hazardous Material Construction Monitoring Services for Hammond Hall Window Replacement Project at Santa Ana College Action  
The administration recommends approval of the agreement with Converse Consultants for hazardous material construction monitoring services for the Hammond Hall window replacement project at SAC as presented.
- \*4.9 Approval of Agreement with IDS Group, Inc. for Constructability Review Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action  
The administration recommends approval of the agreement with IDS Group, Inc. for constructability review services for the Russell Hall replacement (Health Sciences Building) at SAC as presented.
- \*4.10 Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action  
The administration recommends approval of the amendment to the agreement with Koury Engineering & Testing, Inc. for geohazard and geotechnical consulting services for the Russell Hall Replacement (Health Sciences Building) project at SAC as presented.
- \*4.11 Approval of Amendment to Agreement with Twining, Inc. for Materials Testing and Special Inspection Services for Science Center at Santa Ana College Action  
The administration recommends approval of the amendment with Twining, Inc. for materials testing and special inspection services for the Science Center at SAC as presented.

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

- \*4.12 Approval of Agreement with Twining Consulting, Inc. for Materials Testing and Special Inspection Services for Barrier Removal Exterior Phase 1 for Parking at Santiago Canyon College (SCC) Action  
The administration recommends approval of the agreement with Twining Consulting, Inc. for materials testing and special inspection services for barrier removal exterior Phase 1 parking at SCC as presented.
- \*4.13 Approval of Amendment to Agreement with Lionakis for Architectural Services for Americans with Disabilities Act (ADA) Paper Towel Dispenser Replacement Project at Santiago Canyon College Action  
The administration recommends approval of the amendment to the agreement with Lionakis for architectural services for the ADA paper towel replacement project at SCC as presented.
- \*4.14 Award of Bid #1342 for Barrier Removal Exterior Parking (Phase 1) at Santiago Canyon College Action  
The administration recommends awarding Bid #1342 to Patriot Contracting and Engineering for barrier removal exterior parking (Phase 1) at SCC as presented.
- \*4.15 Approval of Amendment to Agreement with Terracon Consultants, Inc. for Environmental Consulting Services for Orange Education (OEC) Center at Santiago Canyon College Action  
The administration recommends approval of the amendment to the agreement with Terracon Consultants, Inc. for environmental consulting services for OEC at SCC as presented.
- \*4.16 Approval of Agreement with 800 MHz Countywide Coordinated Communications System, Orange County Action  
The administration recommends approval of the agreement with 800 MHz Countywide Coordinated Communications System, Orange County and RSCCD as presented.
- \*4.17 Approval of Agreement with Motorola Solutions for APX 4000 Radio Action  
The administration recommends approval of the agreement with Motorola Solutions and RSCCD as presented.
- \*4.18 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period March 25, 2018, through April 21, 2018.

\*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:
- Basic Skills Initiative (SAC) – *Augmentation* \$ 6,906.00
  - Basic Skills Initiative (SCC) – *Augmentation* \$22,394.00
  - Child Development Training Consortium (SAC & SCC) - *Augmentation* \$ 4,062.50
  - Disabled Students Programs & Services (DSPS) (SAC) - *Augmentation* \$21,572.00
- \*5.2 Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC for Industry Sector Projects in Common (ISPIC) – Industry Partners Engagement Platform Project funded by Career Technical Education (CTE) Data Unlocked Initiative 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 SynED for ISPIC – Information Technology Readiness and Cybersecurity Competitions Project funded by CTE Data Unlocked Initiative 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-Agreements between RSCCD and Kern, Los Rios, Merced, State Center, Sonoma, Ventura, West Hills, and Yosemite Community College Districts for ISPIC – Ensuring Safe Food Production and Distribution Project funded by CTE Data Unlocked Initiative Action  
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

- \*5.5 Approval of Sub-Agreement between RSCCD and El Camino Community College District/El Camino College for ISPIC – Advanced Manufacturing Sector Smart Manufacturing Project funded by CTE Data Unlocked Initiative Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.6 Approval of Sub-Agreements between RSCCD and Hartnell, Lake Tahoe, Los Angeles, Los Rios, Marin, MiraCosta, San Francisco, San Joaquin Delta, San Jose-Evergreen, San Luis Obispo, Shasta-Tehama-Trinity Joint, State Center, Victor Valley, and West Valley Mission Community College Districts for ISPIC – Business & Entrepreneurship Sector funded by CTE Data Unlocked Initiative Action  
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.7 Approval of Sub-Agreement between RSCCD and Southwestern Community College District/Southwestern Community College for ISPIC – Global Business Certificate – Supply Chain Management Project funded by CTE Data Unlocked Initiative 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.
- \*5.8 Approval of Sub-Agreement between RSCCD and Long Beach Community College District/Long Beach City College for ISPIC – Global Trade/Digital Badge & Web Marketing Project funded by CTE Data Unlocked Initiative 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.
- \*5.9 Approval of Sub-Agreement between RSCCD and Merced Community College District/Merced College for ISPIC – Global Trade/Trade Analysis Tool Project funded by CTE Data Unlocked Initiative 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.

- \*5.10 Approval of Sub-Agreement between RSCCD and Grossmont-Cuyamaca Community College District for ISPIC – Health Sector funded by CTE Data Unlocked Initiative 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.
- \*5.11 Approval of Agreement between RSCCD and Riverside Community College District to Provide Training funded by California Employment Training Panel (ETP) Action  
The administration recommends approval of the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.12 Adoption of Resolution No. 18-09 for Order of Biennial Trustee Election 2018 and Specifications of the Election Order Action  
The administration recommends adoption of Resolution No. 18-09 for the Order of Biennial Trustee Election and Specifications of the Election Order.
- 5.13 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) Director
    - (2) Institutional Equity, Compliance & Title IX
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (2 cases)

Patricia Dillion vs. The Rancho Santiago Community College District, Orange County Superior Court Case #: 30-2014-007545864-CU-WT-CJC

Marisa Hernandez vs. The Rancho Santiago Community College District, Orange County Superior Court Case #: 30-2015-00773691-CU-CR-CJC

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

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor
5. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

## **RECONVENE**

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

#### **Public Comment**

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

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

## **6.0 HUMAN RESOURCES**

- |     |  |                      |
|-----|--|----------------------|
| 6.1 | <b><u>Management/Academic Personnel</u></b>  | <b><u>Action</u></b> |
|     | <ul style="list-style-type: none"><li>• Approval of Employment Agreements</li><li>• Approval of Appointments</li><li>• Approval of Appointments/Changes of Assignment</li><li>• Approval of Changes of Title/Grade Level</li><li>• Approval of Hiring of Temporary Long-term Substitutes (Education Code 87481 &amp; 87482)</li><li>• Approval of Leaves of Absence</li><li>• Ratification of Resignations/Retirements</li><li>• Approval of Beyond Contract/Overload Stipends</li><li>• Approval of Part-time Hourly New Hires/Rehires</li><li>• Approval of Non-paid Intern Services</li></ul> |                      |
| 6.2 | <b><u>Classified Personnel</u></b>   | <b><u>Action</u></b> |
|     | <ul style="list-style-type: none"><li>• Approval of New Appointments</li><li>• Approval of Hourly Ongoing to Contract Assignments</li><li>• Approval of Professional Growth Increments</li></ul>   |                      |

6.2 Classified Personnel (cont.)

- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

6.3 This item has been deleted.

6.4 Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Action

It is recommended that the board approve the Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form and authorization be given for transmission to the State Chancellor's Office.

6.5 Approval of Services of Greentree Systems, Inc. Action

It is recommended that the board approve the services of Greentree Systems, Inc. as presented.

6.6 Adoption of Resolution No. 18-08 for Workers' Compensation Coverage for Volunteers Action

It is recommended that the board adopt Resolution No. 18-08 for Workers' Compensation coverage for volunteer personnel.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on June 11, 2018.

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

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

**Monday, April 23, 2018**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:38 p.m. by Ms. Claudia Alvarez. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Mr. Gregory Pierot. Ms. Nelida Mendoza arrived at the time noted. Mr. Phillip Yarbrough was absent due to a family matter.

Administrators present during the regular meeting were Ms. Judy Chitlik, Mr. Peter Hardash, Dr. John Hernandez, Dr. Linda Rose, Mr. Enrique Perez, 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 Ms. Omelina Garcia, Student Services Coordinator, Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Recognition of Students

The board recognized Ms. Susana Arriaga, student at Santiago Canyon College, and Ms. Elizabeth Weber, student at Santa Ana College, for their scholastic achievements, leadership, and service to the campus community and the Rancho Santiago Community College District.

Ms. Mendoza arrived during Ms. Weber's recognition.

1.5 Public Comment

There were no public comments.



1.6 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Barrios to approve the minutes of the meeting held April 9, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

1.7 Approval of Consent Calendar

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 3.2 (Upward Bound Summer Residential Program Contract between RSCCD/SAC and Chapman University) and Item 3.3 (Upward Bound Math and Science Summer Residential Contract between RSCCD/Santiago Canyon College [SCC]) removed from the Consent Calendar by Mr. Hernandez. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

3.1 Approval of Proposed Revisions for 2018-2019 Santa Ana College Catalog  
The board approved the proposed revisions for the 2018-2019 SAC catalog.

3.4 Confirmation of Santa Ana College Associate Degrees and Certificates for Fall 2017  
The board confirmed the list of recipients of the SAC Associate Degrees and Certificates for fall 2017 as presented.

3.5 Confirmation of Santiago Canyon College Associate Degrees and Certificates for Fall 2017  
The board confirmed the list of recipients of the SCC Associate Degrees and Certificates for fall 2017 as presented.

4.1 Approval of Payment of Bills  
The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers  
The board approved budget increases, decreases and transfers from March 28, 2018, to April 11, 2018.

4.4 Approval of Agreement with Michael Baker International, Inc. for Topographic Land Survey Consultant Services at District Operations Center  
The board approved the agreement with Michael Baker International, Inc. for topographic land survey consultant services at the District Operations Center.

1.7 Approval of Consent Calendar (cont.)

4.5 Approval of Amendment to Agreement with Facilities Planning & Program Services, Inc. for Planning and Project Management Services

The board approved the amendment to the agreement with Facilities Planning & Program Services, Inc. for planning and project management services as presented.

4.6 Approval of Agreement with Sandy Pringle Associates Inspection Consultants for Project Inspector Services for Hammond Hall Window Replacement Project at Santa Ana College

The board approved the agreement with Sandy Pringle Associates Inspection Consultants for project inspector services for the Hammond Hall window replacement project at SAC as presented.

4.7 Approval of Amendment to Agreement with MTGL, Inc. for Geotechnical Testing and Inspection Consulting Services for Science Center at Santa Ana College

The board approved the amendment to the agreement with MTGL, Inc. for geotechnical testing and inspection consulting services for the Science Center at SAC as presented.

4.8 Ratification of Award of Bid #1343 – SM16 Water Conservation Irrigation Controller Upgrade Phase 1 at Santa Ana College

The board approved ratifying the award of Bid #1343 for SM16 water conservation irrigation controller upgrade Phase 1 at SAC as presented.

4.9 Award of Bid #1341 – Barrier Removal Exterior Path of Travel (Phase 2A) at Santiago Canyon College

The board approved awarding Bid #1341 to Golden Gate Steel, Inc. dba Golden Gate Construction for barrier removal exterior path of travel (Phase 2A) at SCC as presented.

4.10 Approval of Subscription for Blackboard Learn Archive with Blackboard Inc.

The board approved the subscription for Blackboard Learn Archive with Blackboard Inc. as presented.

4.11 Approval of Contract with Class Leasing LLC

The board approved the Chawanakee Unified School District contract Project #11 issued to Class Leasing LLC for the purchase and installation of Division of the State Architect (DSA) approved portable buildings, accessories and related installation supplies as presented.

1.7 Approval of Consent Calendar (cont.)

4.12 Approval of Independent Contractor

The board approved the following independent contractor: PGINET Consulting to provide completion of phase two of a secure part-time instructor absence reporting and substitute assignment system, development of a student accessible graduation and certificate check system, and technical support for implemented systems. Dates of service are April 24, 2018, through June 30, 2018. The fee is estimated at \$19,890.

4.13 Approval of Purchase Orders

The board approved the purchase order listing for the period February 18, 2018, through March 24, 2018.

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:

- Disabled Students Programs & Services (DSPS) (SCC) \$ 807,887
- Project RAISE (Regional Alliance in science, technology, engineering, and mathematics [STEM] Education) – Year 2 (SCC) \$ 20,000
- Strong Workforce Program – Regional Share (District) - *Augmentation* \$5,488,764

5.2 Approval of Sub-Agreement between RSCCD and San Diego Community College District/San Diego Miramar College for Industry Sector Projects in Common (ISPIC) – Biotechnology Supply Chain Multi-Regional Project funded by Career Technical Education (CTE) Data Unlocked Initiative

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.

5.3 Approval of Sub-Agreement between RSCCD and Santa Clarita Community College District/College of the Canyons for Industry Sector Projects in Common – Information Communication Technology (ICT)/Digital Media Faculty Development Conference Support Project funded by Career Technical Education Data Unlocked Initiative

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.

1.7 Approval of Consent Calendar (cont.)

5.4 Approval of Sub-Agreement between RSCCD and Contra Costa Community College District/Diablo Valley College for Industry Sector Projects in Common – ICT/Digital Media Faculty Development Conference Support Project funded by Career Technical Education Data Unlocked Initiative

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 First Amendment to Sub-Agreement between RSCCD and San Diego Community College District on behalf of Sector Navigator for Biotechnology hosted by San Diego Miramar College for Industry Sector Projects in Common – Biotechnology Supply Chain Multi-Regional Project funded by Career Technical Education Data Unlocked Initiative

The board approved the amendment to 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 Approval of Second Amendment to Sub-Agreement between RSCCD and WestEd for Career Technical Education Data Unlocked Initiative

The board approved the amendment to 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.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Student Trustee

Mr. Pierot provided a report to the board.

2.2 Reports from Student Presidents

The following student representatives provided a report to the board on behalf of the Associated Student Government (ASG) organization:

Mr. Juan Esqueda, Student President, Santa Ana College  
Mr. Edward Hou, Student President, Santiago Canyon College

2.3 Report from Classified Representative

Ms. Omelina Garcia, Student Services Coordinator, Santa Ana College, provided a report to the board on behalf of the classified staff.

#### 2.4 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College  
Ms. Monica Zarske, Academic Senate President, Santa Ana College

#### 2.5 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College  
Dr. Linda Rose, President, Santa Ana College

#### 2.6 Report from the Chancellor

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

#### 2.7 Presentation on District Safety

Ms. Toni Bland, Chief, District Safety & Security, RSCCD; Mr. Scott Baker and Mr. Manny Pacheco, Lieutenants, District Safety & Security, RSCCD; provided a presentation on District Safety. Board members received clarification on the data related to the presentation from Ms. Bland, Mr. Baker, and Mr. Pacheco.

#### 2.8 Reports from Board Committee Chairpersons

Mr. Labrado provided a report on the April 19, 2018, Board Facilities Committee meeting.

Mr. Hernandez provided a report on the April 12, 2018, Orange County Community Colleges Legislative Task Force meeting.

### 3.0 INSTRUCTION

Items 3.1, 3.4 and 3.5 were approved as part of Item 1.7 (Consent Calendar).

#### 3.2 Approval of Upward Bound Summer Residential Program Contract between RSCCD/SAC and Chapman University for 2018

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the Upward Bound Summer Residential Program contract between RSCCD/SAC and Chapman University. Discussion ensued on Item 3.2 and Item 3.3. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot's advisory vote was aye.

3.3 Approval of Upward Bound Math and Science Summer Residential Contract between RSCCD/Santiago Canyon College and Chapman University

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the Upward Bound Math and Science Summer Residential contract between RSCCD/SCC and Chapman University. Discussion ensued during Item 3.2. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

**4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, and 4.4 through 4.13 were approved as part of Item 1.7 (Consent Calendar).

4.3 Adoption of Resolution No. 18-07 – Designating Specific Material(s), Product(s), Things(s), or Service(s) for Use on District Facilities Pursuant to Public Contract Code §3400, Including Bases for Designating Those Items

It was moved by Mr. Hanna and seconded by Ms. Barrios to adopt Resolution No. 18-07 – designating specific material(s), product(s), things(s), or service(s) for use on district facilities pursuant to Public Contract Code §3400, including bases for designating those items. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

**5.0 GENERAL**

Items 5.1 through 5.6 were approved as part of Item 1.7 (Consent Calendar).

5.7 Approval of Privileges for Student Trustee

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425;
- The privilege to serve a term commencing on May 15;
- The privilege to serve on board committees.

Discussion ensued. It was moved by Mr. Hanna and seconded by Ms. Alvarez to amend the motion to include the following additional privileges for the student trustee:

- The privilege to cast advisory votes.
- The privilege to attend conferences like other members of the board of trustees.

### 5.7 Approval of Privileges for Student Trustee (cont.)

The motion to amend the motion to include the privileges presented by Mr. Hanna carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot's advisory vote was aye.

The amended motion to approve the privileges presented above, including the additional privileges presented by Mr. Hanna, carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot's advisory vote was aye.

### 5.8 Board Member Comments

Mr. Hernandez reported that he attended an Anime concert performed by the SAC choir at the Rose Center Theater in Westminster on April 22 and commended Dr. Elliott Jones on a spectacular performance.

Mr. Hernandez reported that he attended the Sheriff's Basic Academy graduation on April 19.

Mr. Hernandez plans to attend a meeting with Mr. Tom Downs in May regarding potential grants.

Ms. Alvarez, Ms. Barrios, and Mr. Labrado thanked SCC for hosting the Dolores Huerta Sculpture installation event at its campus earlier today. Ms. Alvarez shared a personal story that Ms. Huerta signed a beret for her 28 years ago as a college student and had Ms. Huerta sign it again since her original signature had faded. She stated that in Ms. Huerta's speech she mentioned that April 23<sup>rd</sup> marks the day that Cesar Chavez died; therefore, Ms. Alvarez asked that the meeting be closed in memory of Cesar Chavez.

Mr. Hanna expressed his regrets over not being able to attend the Dolores Huerta event today but thanked SCC for hosting it.

Mr. Hanna thanked Santa Ana College, Mr. Labrado, and former RSCCD Chancellor Eddie Hernandez for naming the Cesar Chavez building at SAC after the American labor leader and civil rights activist.

Ms. Barrios indicated there was an editorial related to community colleges in The Orange County Register that she planned to share with board members.

As a member of the Community Foundation of Orange, Ms. Barrios indicated she attended Foundation-hosted games, and was able to share with participants and their parents the importance of taking early college classes at SCC and other college classes that are available at Orange Unified School District schools.

5.8 Board Member Comments (cont.)

Ms. Alvarez reported that the joint board meeting with Santa Ana Unified School District on April 17 was very informative.

As chairperson, Mr. Hanna announced that the next Board Legislative Committee meeting will be held on May 14 prior to the board meeting, and asked that the Academic Senate presidents and ASG student presidents be invited to attend.

Mr. Hanna thanked Ms. Carri Matsumoto for Resolution No. 18-07 (Designating specific material(s), product(s), thing(s), or service(s) for use on district facilities pursuant to Public Contract Code §3400, including bases for designating those items) which will save the district money.

Mr. Hanna thanked the District Safety & Security staff for its presentation, Ms. Alvarez for her vision for ensuring safety on campus, and the chancellor for taking Paul Walters' study and implementing its recommendations.

Mr. Pierot left the meeting at this time.

**RECESS TO CLOSED SESSION**

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

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

Patricia Dillion vs. The Rancho Santiago Community College District, Orange County Superior Court Case # : 30-2014-007545864-CU-WT-CJC

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)



Ms. Alvarez left closed session for a short time in order to abstain from discussion/vote on an item during closed session.

## **RECONVENE**

The board reconvened at 7:51 p.m.

### **Closed Session Report**

Ms. Alvarez reported during closed session the board discussed public employment, existing litigation, anticipated litigation, labor negotiations, and public employee discipline/dismissal/release.

Ms. Alvarez reported that the board took action at its March 12, 2018, meeting during closed session to not reappoint a probationary faculty member at the end of the 2017-2018 academic year with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Ms. Barrios was not in attendance at the March 12, 2018, board meeting; therefore, she did not vote on this action. Ms. Alvarez indicated that the time to file a grievance regarding that decision pursuant to Education Code sections 87610 has now passed and the decision is final.

In addition, Ms. Alvarez reported that the board took action at its March 12, 2018, meeting during closed session to not reappoint a probationary faculty member at the end of the 2017-2018 academic year with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough, and a nay vote from Mr. Hernandez. Ms. Barrios was not in attendance at the March 12, 2018, board meeting; therefore, she did not vote on this action. Ms. Alvarez indicated that the time to file a grievance regarding that decision pursuant to Education Code sections 87610 has now passed and the decision is final.

### **Public Comment**

There were no public comments.

## **6.0 HUMAN RESOURCES**

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

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

- Approve Revised Job Descriptions/Changes of Title
- Approve Employment Agreements
- Approve Appointments

6.1 Management/Academic Personnel (cont.)

- Approve Interim Assignments
- Ratify Resignations/Retirements
- Approve Changes of Assignments/Interim to Permanent
- Approve Leaves of Absence
- Approve Beyond Contract/Overload Stipends
- Approve Part-time Hourly New Hires/Rehires

6.2 Classified Personnel

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

- Approve Changes in Positions
- Approve Professional Growth Increments
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignment
- Approve Additional Hours for Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associates Assistants
- Approve Student Assistant Lists

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

It was moved by Mr. Labrado and seconded by Ms. Barrios to schedule a public hearing for May 14, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza.

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

It was moved by Mr. Labrado and seconded by Ms. Barrios by to have the board receive and file the district's initial bargaining proposal to CSEA Chapter 579 and schedule a public hearing for May 14, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, May 14, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 7:54 p.m., in memory and honor of Cesar Chavez for his accomplishments for humankind.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

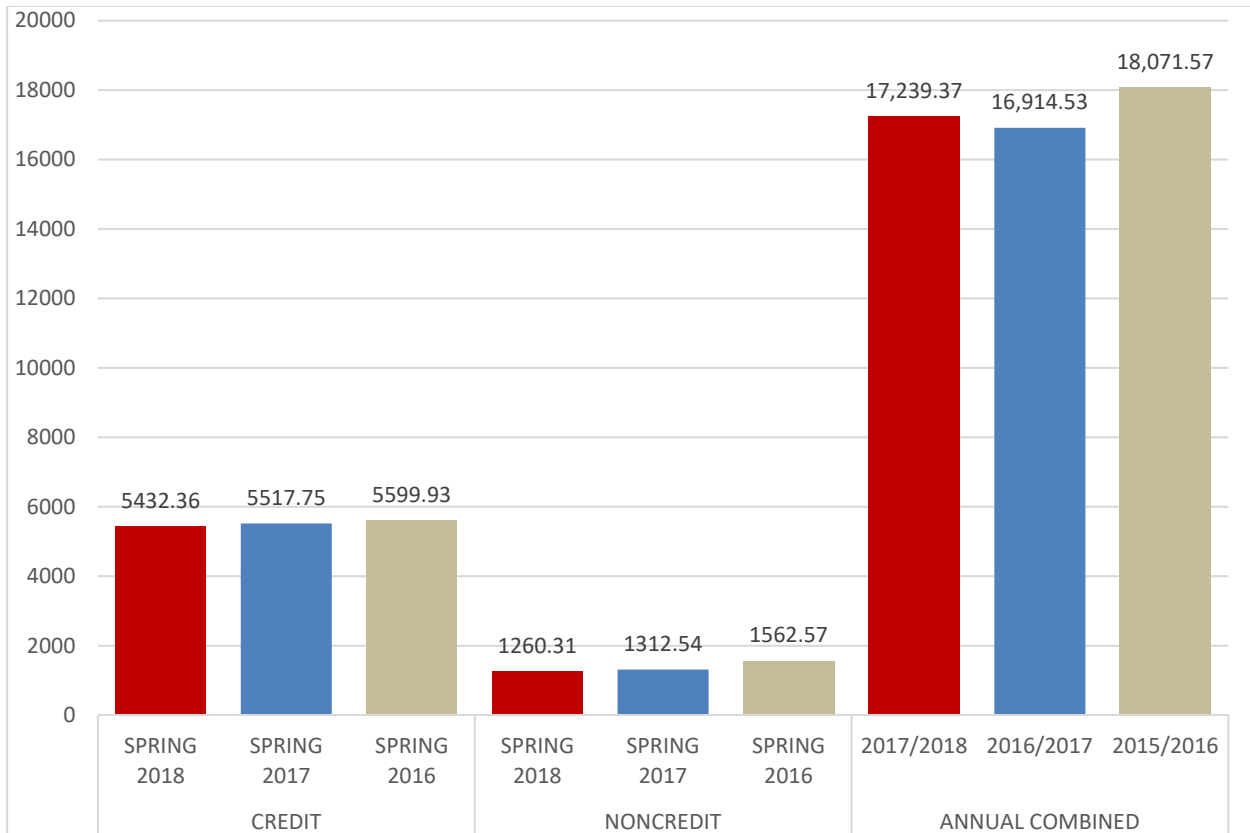
Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: May 14, 2018



## SAC 2018 SPRING ENROLLMENT SNAPSHOT

Date: 04/20/18



### PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET*	7,302		
CREDIT SPRING PROJECTION*	7,068	-234	-3%
NONCREDIT SPRING TARGET	2,275		
NONCREDIT SPRING PROJECTION	1,946	-329	-14%
SUMMER BORROW PROJECTION	875		
COMBINED ANNUAL TARGET	20,407		
COMBINED ANNUAL PROJECTION	20,261	-146	-1%

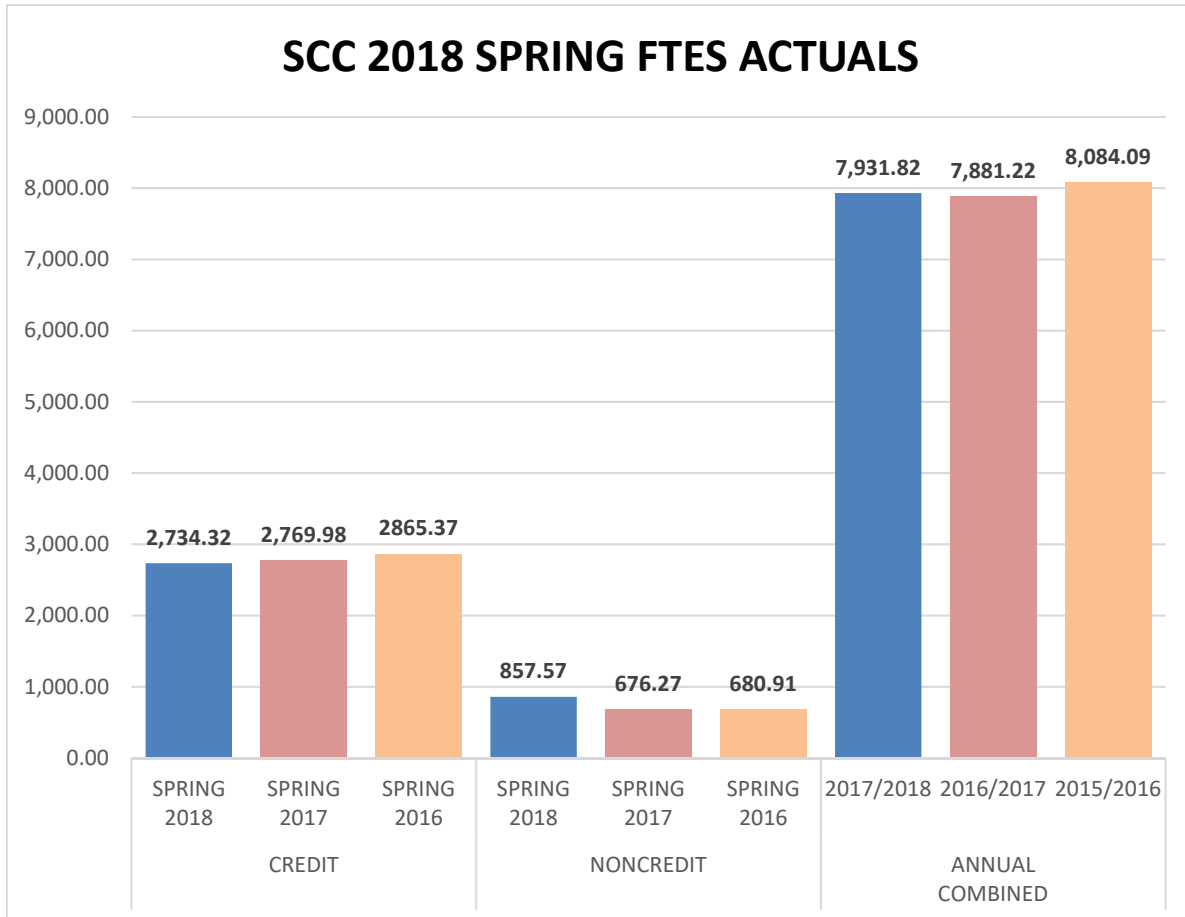
\* Includes Intersession

SAC Projection is 69 FTES Below 2015/2016 Base of 20,330



# SCC 2018 SPRING ENROLLMENT SNAPSHOT

4/19/2018



## PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	2814		
CREDIT SPRING PROJECTION	2784	-30	-1.1%
NONCREDIT SPRING TARGET	1257		
NONCREDIT SPRING PROJECTION	1257	0	0.0%
COMBINED ANNUAL TARGET	8514		
COMBINED ANNUAL PROJECTION	8514	0	0.0%

**SOURCES:** Executive Dashboard

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

**In honor of Classified School Employee Week  
May 20-26, 2018**

**Resolution No. 18-10**

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

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

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

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

**THEREFORE, BE IT RESOLVED**, that the Rancho Santiago Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Rancho Santiago Community College District and declares the week of May 20-26, 2018, as Classified School Employee Week in the Rancho Santiago Community College District.

DATED the 14<sup>th</sup> day of May, 2018.

Ayes:

Noes:

Absent:

Abstain:

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

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Memorandum of Understanding Between Goodwill Industries of Orange County and Santa Ana College School of Continuing Education	
Action:	Request for Approval	

**BACKGROUND**

Goodwill Industries of Orange County is a non-profit organization that provides a variety of services to adults with disabilities and disadvantaged adults.

**ANALYSIS**

The Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into a partnership with Goodwill Industries of Orange County to offer ESL, ABE, Citizenship, and Career Technical Education courses at their facilities in Santa Ana, California. This Memorandum of Understanding has been reviewed by college staff and carries no fiscal impact because of this agreement.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Memorandum of Understanding between Goodwill Industries of Orange County and Santa Ana College School of Continuing Education.

Fiscal Impact:	\$ No Fiscal Impact	Board Date: May 14, 2018
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**Memorandum of Understanding  
Between  
Goodwill Industries of Orange County  
And  
Santa Ana College School of Continuing Education**

This Agreement is made and entered into on July 1, 2018, between Goodwill Industries of Orange County, a California nonprofit corporation hereinafter referred to as “GIOC,” and Santa Ana College School of Continuing Education, hereinafter referred to as “Santa Ana College.”

**I. Purpose and Scope**

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each Party as they relate to the implementation of continuing education services for the community. The program is intended to help and provide educational services to the diverse local community. It is intended for both Parties to work in collaboration. To support this goal, GIOC and Santa Ana College will conduct outreach to eligible participants to enroll in the local programs offered by Santa Ana College on site at GIOC.

**II. Goodwill Industries of Orange County (GIOC) Responsibilities**

GIOC shall undertake the following activities during the duration of the MOU term:

- a. Diligently conduct ongoing outreach to eligible participants.
- b. Provide classroom space for students enrolled at Santa Ana College for continuing education courses.
- c. Ensure that classrooms and computer labs (if applicable) are available for students during the hours of class each semester on Tuesday and Thursdays.

**III. Santa Ana College Responsibilities**

Santa Ana College shall undertake the following activities during the duration of the Memorandum of Understanding term:

- a. Diligently conduct ongoing outreach to eligible participants.
- b. Provide instructions as an in-kind contribution.
- c. Santa Ana College will hire the instructors according to its existing policies and procedures.
- d. Will evaluate the instructors at regular intervals and add additional classes as needed.



- e. Provide the following classes: English as a Second Language (ESL), Citizenship, Adult Education, GED Preparation, High School Diploma Program, and Computer Training classes.

#### **IV. 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, errors and omissions/professional liability, and including a contractual liability endorsement with a limit of liability at last one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate and California Workers' Compensation Insurance on their employees performing any services under this Agreement. Each such insurance policy shall name each Party as an additional insured and shall provide for at least thirty (30) days prior notice to each Party in the event of any modification or cancellation. With ten (10) days after the effective date, each Party shall furnish certificates of insurance evidencing its compliance with the provision hereof. 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.

#### **V. 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, including reasonable attorney fees, 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.

#### **VI. Confidentiality**

All Parties, agree to keep all confidential information, confidential and not to disclose it nor to permit the disclosure of it to any third party, and not to make it available to the public, except with prior written consent of the Parties and as required by law.

#### **VII. Duration**

This MOU may be modified by mutual written consent and will be in effect from July 1, 2018, to June 30, 2019. It shall be renewed automatically, unless terminated by either Party for cause or without cause, upon a sixty (60) days prior written notice.

## **VIII. Amendments**

This MOU constitutes the entire Agreement of the Parties superseding any prior written oral agreements between them on the same subject matter. Amendments of this MOU must be in writing and signed by a duly authorized representative of each Party.

## **IX. Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of California.

## **X. Compliance with Laws**

In the performance of its services, each Party agrees that it will comply with all laws, ordinances, rules, and regulations of any government or administrative agency, federal, state, or local that affect performance of its services.

## **XI. Assignment**

No Party shall assign, subcontract, or transfer its interest in this MOU or the work thereunder without the prior written consent of the other Parties.

## **XII. Effective Date and Signature**

This MOU shall be effective upon the signature of Goodwill Industries of Orange County and Santa Ana College authorized officials.

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Signature:

Date:

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

**GOODWILL INDUSTRIES OF ORANGE COUNTY**

Signature:

Date:

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Jose Perez  
Senior Director of Human Resources  
Goodwill of Orange County  
200 N. Fairview  
Santa Ana, CA 92703  
(714) 547-6308, Ext. 303

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College - Science, Math, and Health Sciences Division**

To: Board of Trustees	Date: May 14, 2018
Re: Approval of Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (With School Instructor On Hospital Premises)	
Action: Request for Approval	

**BACKGROUND**

Students in the Occupational Therapy Assistant, Emergency Medical Technician (EMT), Nursing, Health Science, Hemodialysis Technician, and Pharmacy Technician programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (With School Instructor On Hospital Premises) will yield appropriate clinical rotation activities for the Occupational Therapy Assistant, Emergency Medical Technician (EMT), Nursing, Health Science, Hemodialysis Technician, and Pharmacy Technician programs.

**ANALYSIS**

The Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (With School Instructor On Hospital Premises) covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (With School Instructor On Hospital Premises) has been reviewed by the college and district. The Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (With School Instructor On Hospital Premises) carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital of Orange (With School Instructor On Hospital Premises), located in Orange, California, as presented.

Fiscal Impact: None	Board Date: May 14, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# CLINICAL TRAINING AFFILIATION AGREEMENT

## (With School Instructor On Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of July 1, 2018 or the execution of the Agreement by both parties (the "Effective Date") by and between **St Joseph Hospital of Orange** ("Hospital"), and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School").

### RECITALS

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

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

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

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

### AGREEMENT

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

#### 1. RESPONSIBILITIES OF SCHOOL

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

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

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

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

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

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

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

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

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

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature,

medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

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

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

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

## **2. RESPONSIBILITIES OF HOSPITAL**

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

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

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

2.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities hereunder

consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

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

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

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

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

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

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

### **3. RELATIONSHIP OF THE PARTIES**

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

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent



reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

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

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

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

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

#### **4. GENERAL PROVISIONS**

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

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties

under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Further, it is represented and warranted by School that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline (above). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

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

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

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

If to Hospital: St. Joseph Hospital of Orange  
1100 W. Stewart Dr.  
Orange, CA 92868  
Attn: Katie Skelton, VP of Patient Care Services

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

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

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or

conditions hereof nor shall any waiver constitute a continuing waiver.

***Signature page to follow.***

**“HOSPITAL”**

\_\_\_\_\_  
By:  
Its: Katie Skelton, VP of Patient Care Services  
Date: \_\_\_\_\_

**“SCHOOL”**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College - Science, Math, and Health Sciences Division**

To: Board of Trustees	Date: May 14, 2018
Re: Approval of Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital, Orange (Without School Instructor on Hospital Premises)	
Action: Request for Approval	

**BACKGROUND**

Students in the Occupational Therapy Assistant, Emergency Medical Technician (EMT), Nursing, Health Science, Hemodialysis Technician, and Pharmacy Technician programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital, Orange (Without School Instructor on Hospital Premises) will yield appropriate clinical rotation activities for the Occupational Therapy Assistant, Emergency Medical Technician (EMT), Nursing, Health Science, Hemodialysis Technician, and Pharmacy Technician programs.

**ANALYSIS**

The Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital, Orange (Without School Instructor on Hospital Premises) covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital, Orange (Without School Instructor on Hospital Premises) has been reviewed by the college and district. The Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital, Orange (Without School Instructor on Hospital Premises) carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Clinical Training Affiliation Agreement Renewal with St. Joseph Hospital, Orange (Without School Instructor on Hospital Premises), located in Orange, California, as presented.

Fiscal Impact: None	Board Date: May 14, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## **CLINICAL TRAINING AFFILIATION AGREEMENT**

### **(Without School Instructor on Hospital Premises)**

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of July 1, 2018 or the execution of the Agreement by both parties (the "Effective Date") by and between **St Joseph Hospital, Orange** ("Hospital"), and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School").

### **RECITALS**

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

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

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

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

### **AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

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

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

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

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

## **2. RESPONSIBILITIES OF HOSPITAL**

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

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

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

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

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

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



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

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

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

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

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

### **3. RELATIONSHIP OF THE PARTIES**

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

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

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this

Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

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

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

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

#### 4. GENERAL PROVISIONS

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

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

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Further, it is represented and warranted by School that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline (above). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

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

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

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

If to Hospital: St. Joseph Hospital of Orange  
1100 W. Stewart Dr.  
Orange, CA 92868  
Attn: Katie Skelton, VP of Patient Care Services

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

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

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

***Signature page to follow.***

**“HOSPITAL”**

\_\_\_\_\_  
By:  
Its: Katie Skelton, VP of Patient Care Services  
Date: \_\_\_\_\_

**“SCHOOL”**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College - Science, Math, and Health Sciences Division**

To: Board of Trustees	Date: May 14, 2018
Re: Approval of Hospital On-Site Associate Degree Nursing Program Agreement Renewal with St. Joseph Hospital of Orange	
Action: Request for Approval	

**BACKGROUND**

This request for Board approval is for a continuation of the partnership with St. Joseph Hospital of Orange for the Extended Campus Program of the Associate Degree Nursing Program of Santa Ana College. This program began in July of 2002 with the sixteenth cohort of students being admitted in August of 2017. The proposed agreement extends the program to July of 2020.

**ANALYSIS**

The Hospital On-Site Associate Degree Nursing Program has been extremely successful and has been recognized as a model collaborative project to increase nursing graduates. The instructional costs of the program will be split between the hospital and the college. The Hospital On-Site Associate Degree Nursing Program Agreement Renewal with St. Joseph Hospital of Orange covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The Hospital On-Site Associate Degree Nursing Program Agreement Renewal with St. Joseph Hospital of Orange has been reviewed by the college and district.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Hospital On-Site Associate Degree Nursing Program Agreement Renewal with St. Joseph Hospital of Orange, located in Orange, California, as presented.

Fiscal Impact:	Shared costs for the Extended Campus Program	Board Date: May 14, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



## Hospital On-Site Associate Degree Nursing Program Agreement

This Agreement is entered into on July 1, 2018, ("Effective Date"), by and between St. Joseph Hospital of Orange ("Hospital") and Rancho Santiago Community College District ("District").

### ARTICLE I

#### RECITALS

**1.1 Hospital.** Hospital is an acute care health facility licensed by the State of California and accredited by the Joint Commission on Accreditation of Healthcare Organizations. Hospital has determined that, in light of the nursing shortage in Hospital's service area and in furtherance of its charitable purpose of assuring access to high quality medical and nursing care to patients in Hospital's service area, it is necessary for Hospital to participate in the support and funding of the herein described Program in accordance with the terms of this Agreement.

**1.2 District.** District is the legal entity which operates Santa Ana College, an educational institution authorized pursuant to California law to offer the Associate Degree Nursing Program described herein at hospitals for the purpose of providing education and clinical training of students ("College"). Pursuant to the terms hereof, District shall arrange for College to create an off-site campus at Hospital so that College may offer its pre-licensure Associate Degree Nursing curriculum at Hospital. Such Hospital campus designation shall occur in accordance with the terms of this Agreement and the Program Plan of Action, which is attached hereto as Attachment A and incorporated herein by reference.

**1.3 Intent.** District desires to offer an Associate Degree in Nursing Program ("Program") on-site at Hospital for qualified Hospital and non-Hospital personnel ("students") who successfully enroll in such Program at College. Hospital desires to support the Program as described herein.

**1.4 Purpose of This Agreement.** The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will establish a campus and institute the Program at Hospital.

## ARTICLE II

### RESPONSIBILITIES OF DISTRICT

**2.1 Program Curriculum.** District shall require the Department of Nursing of College to make all final decisions regarding the Associate Degree Nursing curriculum in consultation with College faculty and in accordance with District policy for curricular approval. Any curriculum modifications will be reviewed and modified as needed to maintain Program outcomes and the accreditation standards of the College's Associate Degree Nursing Program. The parties agree that it is their intent that all components of the Program, didactic and clinical, be conducted at Hospital. However, to the extent necessary to fulfill the Program curriculum, District shall require that College provide a site at College's main campus and all necessary resources (equipment/supplies, etc.) for completion of any Program components which can not be completed at Hospital for any reason.

**2.2 Number/Qualification of Students.** District shall require College to designate and notify Hospital of the students who are enrolled and in good standing in the Program to be assigned for education and clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and District. The parties agree to give preferential placement in the Program to current employees of Hospital who otherwise meet all requirements for Program admission. District and Hospital will also mutually agree to the dates and length of the Program semesters. Students shall be admitted to the Program in accordance with District's usual and customary process. All applicants must meet academic admission requirements, maintain academic standards, and comply with all student policies throughout the Program.

**2.3 Orientation/Instruction and Faculty.** District shall require College to provide Program orientation to all students. District or College shall employ all faculty and instructors who will be providing instruction to students of the Program at Hospital and shall require that all instructors conduct classes in accordance with Hospital policy and procedure. The faculty and instructors for the Program shall be defined as Hospital-based District or College employees; however, control over the selection of Faculty shall be with District and College. From among its Faculty, District shall designate a Distance Program Director who shall manage the Program, and who agrees to collaborate with Hospital's Education Program Director to run the Program. District shall ensure that Faculty receive orientation related to the AD curriculum and any other necessary training.

**2.4 Discipline.** District shall require that College, through its instructors and faculty, apprise students of regulations, standards and responsibilities; and shall require that students conduct themselves in a professional manner. District will require College to maintain counseling and disciplinary actions including but not limited to removal from the Program.

**2.5 Advising and Documentation.** District shall require that College provide students with a Student Handbook and apprise them of their rights and

responsibilities as students of College. Students shall receive academic and administrative advisement and support from District and College over the Internet, phone, and fax and as District deems appropriate. District shall require that College maintain all attendance and academic records of students participating in the Program. District shall further require College to implement and maintain an evaluation process of the students' progress throughout the Program. The students' academic records shall remain under the control of the College's Nursing School Department and the District in compliance with applicable law.

**2.6 Health Clearance.** District shall require that College affirm that each student complies with Hospital's requirements for immunizations and tests; including but not limited to an annual health examination, rubella, DT, tuberculin skin test and follow up chest x-ray as appropriate. District shall also require College to ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions. Also, District shall require College to affirm that all students are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.

**2.7 Hospital Policies and Procedures.** District shall require College to affirm that all students are aware of and understand all applicable Hospital policies and procedures; and College shall require every student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and District.

**2.8 Supplies and Equipment.** Except for the supplies and equipment described in Section 3.4 herein below, District shall, or shall require that College, provide and be responsible for the provision, care and control of all educational supplies, materials, and equipment needed for adequate instruction during the Program.

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

**2.10 Accreditation.** District shall require that College, at all times during the course of this Agreement, be licensed or qualified by the state of California to offer the Program to students.

**2.11 Financial Assistance.** District and/or College agrees to pay all costs associated with the Program at Hospital except those costs specifically agreed to by Hospital which are set forth in the Program Plan of Action in Attachment A hereto.



## ARTICLE III

### RESPONSIBILITIES OF HOSPITAL

**3.1 Access.** Hospital shall permit access to the Program to those students designated by District as eligible for participation in the Program at Hospital. Hospital agrees to provide qualified students with access to classroom sites, clinical areas, training areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

**3.2 Implementation of Program.** Hospital agrees to cooperate with and assist in the planning and implementation of the Program at Hospital for the benefit of students from College.

**3.3 Accreditation.** Hospital shall maintain Hospital so that it conforms to the requirements of the CA Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.

**3.4 Supplies and Equipment.** Hospital shall supply all needed audio-visual equipment for the Program. Hospital shall also supply a Mini-Skills Lab for student training and shall expand its computer training capabilities to accommodate students' training needs. Such Mini-Skills Lab and computer training center shall be developed within the budget allotted for such as set forth in Attachment A hereto.

**3.5 Space and Storage.** In addition to clinical care opportunities, Hospital agrees to provide College with classroom space within Hospital for didactic instruction and an acceptable amount of storage space for College's instructional materials for use in the Program.

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

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

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

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

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

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

**3.12 Financial Assistance.** Hospital agrees to provide financial assistance to support the Program in accordance with "Hospital's Costs" as set forth in the Program Plan of Action in Attachment A hereto. In no event shall Hospital's costs exceed those set forth in Attachment A. College will bill Hospital for each year of operation of the Program in advance as specified in Attachment A hereto; unless this Agreement is otherwise terminated as described herein.

## ARTICLE IV

### TERM AND TERMINATION

**4.1 Term.** This Agreement shall commence as of the Effective Date and shall remain in full force and effect until June 30, 2020, unless otherwise terminated as provided herein.

**4.2 Termination.** Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Either party may terminate this Agreement for cause based upon a material breach by giving written notice to the other party. The notice for termination of cause shall not be effective if the breaching party cures the breach to the reasonable satisfaction of the other party within seven (7) days from receipt of notice for termination.

## ARTICLE V

### INDEMNIFICATION

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

## ARTICLE VI

### INSURANCE

**6.1 District Requirements.** The District shall maintain, to the extent required by California law, Worker's Compensation insurance to cover all of College's and District's employees who are participating in the Program. Further, District shall maintain auto liability insurance as required by CA law, and comprehensive general liability and professional liability insurance in minimum limits of \$1 million per occurrence and \$3 million annual aggregate covering District, College and students of the Program. Alternatively with regard to students only, District may require students to maintain, at their own expense, professional liability insurance of not less than \$1 million per occurrence and \$3,000,000 annual aggregate as well as auto insurance as required by CA law. Finally, with respect to District's insurance responsibilities hereunder, District shall advise Hospital if District elects to be self-insured for its professional or general liability, vehicle liability, Workers' Compensation, and/or property exposures through an annual appropriation from the General Fund, as consistent with California Government Code Section 810.2. District shall provide Hospital with proof of the foregoing insurance prior to commencement of the Program at Hospital and upon request. District acknowledges and agrees that any students of the Program who are also employees of the Hospital are participating in the Program voluntarily and outside of the scope of their employment. Thus, Hospital is not responsible for any actions or negligence of any students of the Program while said students are fulfilling their Program obligations. Further, none of Hospital's insurance coverages shall extend to any student.

**6.2 Hospital's Requirements.** Hospital shall maintain in full force and effect a self-insurance program to cover its obligations and liability under this Agreement.

## ARTICLE VII

### GENERAL PROVISIONS

**7.1 Amendments.** This Agreement may be amended, but only in writing, dated and executed by the parties' authorized representatives and attached hereto. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital to comply with its tax-exempt bond obligations and covenants, to maintain its tax-exempt status, and to qualify for tax-exempt financing.

**7.2 Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

**7.3 Compliance** District acknowledges that Hospital's Corporate Responsibility Program ("CRP") applies to the Program and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by District and students of District who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by District and District's students by contacting the Compliance Officer at the Hospital. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and District hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (877-808-8133). Further, District represents and warrants that students receiving training hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of District shall be promptly reported to a Hospital manager or via the hotline (as above). Failure to abide by these compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

**7.4 Entire Agreement.** This Agreement contains the full and complete agreement between the parties hereto regarding the subject matter hereof and supersedes any and all previous and contemporaneous agreements whether oral or written between the parties hereto.

**7.5 Jurisdiction.** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in Orange County, California.

**7.6 Non-Discrimination.** Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference.

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

**7.7 Notices.** Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

**If to Hospital:**

St. Joseph Hospital of Orange  
P. O. Box 5600  
Orange, California 92863-5600  
Attn: President & CEO

**If to District:**

Rancho Santiago Community College District  
Santa Ana College  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706  
Attn: Rebecca Miller

**7.8 Publicity.** Neither District nor Hospital shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.

**7.9 Relationship of Parties.** In the performance of the obligations under this Agreement, it is mutually understood and agreed that District is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and District an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Also, Students shall maintain the status of learners and neither this

Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any Student.

**7.10 Severability.** Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

**7.11 Waiver.** No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

**7.12 HIPAA Compliance.** District shall, and shall require that College, fully comply with all applicable regulations relating to the Health Insurance Portability and Accountability Act ("HIPAA"), as it may be amended and interpreted from time to time, in accordance with Hospital's written notification and guidance given to District, which in turn School shall notify its residents of, regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

***Signature page to follow.***

**HOSPITAL**

By: \_\_\_\_\_  
Katie Skelton, RN, CNAAC, BC  
Vice President of Patient Care Services  
Chief Nursing Officer

**DISTRICT**

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

**ATTACHMENT A**  
**PROGRAM PLAN OF ACTION**

**BUDGET**

**Year One**

<b><u>Faculty</u></b>	<b><u>Hospital Costs</u></b>	<b><u>College Costs</u></b>
<i>Two (2) full-time faculty are necessary to implement this project; one (1) to be funded by Santa Ana College (SAC) and one (1) to be funded for the first year by St. Joseph Hospital (SJH), with ongoing costs of this position supported by SAC.</i>	\$87,839	\$87,839*
<i>Faculty/Hourly (Skills Lab)</i>	\$7,595	-0-
<b>Total</b>	<b><u>\$95,434</u></b>	<b><u>\$87,839</u></b>

<b><u>Classified</u></b>	<b><u>Hospital Costs</u></b>	<b><u>College Costs</u></b>
<i>Senior Clerk</i>	<b><u>\$15,923</u></b>	<b><u>\$15,923</u></b>

**Year Two**

<b><u>Faculty</u></b>	<b><u>Hospital Costs</u></b>	<b><u>College Costs</u></b>
<i>Ongoing Faculty Costs</i>	-0-	\$175,678
<i>Faculty/Hourly (Skills Lab)</i>	\$7,595	-0-
<b>Total</b>	<b><u>\$7,595</u></b>	<b><u>\$175,678</u></b>

<b><u>Classified</u></b>	<b><u>Hospital Costs</u></b>	<b><u>College Costs</u></b>
<i>Senior Clerk</i>	<b><u>\$15,923</u></b>	<b><u>\$15,923</u></b>

**TOTAL COST OVER TWO YEARS**

<b>St. Joseph Hospital</b>	<b><u>\$134,875</u></b>
<b>Santa Ana College</b>	<b><u>\$295,363</u></b>



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College - Science, Math, and Health Sciences Division**

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Clinical Training Affiliation Agreement Renewal with St. Jude Neighborhood Health Centers (Without School Instructor on Clinic Premises)	
Action:	Request for Approval	

**BACKGROUND**

Students in the Nursing programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Clinical Training Affiliation Agreement Renewal with St. Jude Neighborhood Health Centers (Without School Instructor on Clinic Premises) for the La Amistad Family Health Center will yield appropriate clinical rotation activities for the Nursing program.

**ANALYSIS**

The Clinical Training Affiliation Agreement Renewal with St. Jude Neighborhood Health Centers (Without School Instructor on Clinic Premises) covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The Clinical Training Affiliation Agreement Renewal with St. Jude Neighborhood Health Centers (Without School Instructor on Clinic Premises) has been reviewed by the college and district. The Clinical Training Affiliation Agreement Renewal with St. Jude Neighborhood Health Centers (Without School Instructor on Clinic Premises) carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Clinical Training Affiliation Agreement Renewal with St. Jude Neighborhood Health Centers (Without School Instructor on Clinic Premises), located in Fullerton, California, as presented.

Fiscal Impact:	None	Board Date: May 14, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# CLINICAL TRAINING AFFILIATION AGREEMENT

## (Without School Instructor on Clinic Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of July 1, 2018 or the execution of the Agreement by both parties (the "Effective Date") by and between **St. Jude Neighborhood Health Centers** ("Clinic"), and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School").

### RECITALS

A. Clinic is a California nonprofit Federally Qualified Community Health Center public benefit corporation that operates general primary care clinics licensed by the California Department of Public Health. Clinic operates a free standing primary care medical clinic for the treatment of low income and indigent patients known as **La Amistad Family Health Center ("Clinic")**.

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

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

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

### AGREEMENT

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

#### 1. RESPONSIBILITIES OF SCHOOL

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

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

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

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

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

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

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

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

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

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

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Clinic at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation

coverage on any individuals characterized as employees of School working at Clinic pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

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

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

## **2. RESPONSIBILITIES OF CLINIC**

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

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

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

2.4 Accreditation. Clinic shall maintain Clinic so that it conforms to the requirements of the California Department of Health Services.

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

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

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

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

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

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

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

2.12 Insurance. Clinic agrees to purchase and maintain a program on insurance covering its activities and operations hereunder throughout the course of this Agreement. Such insurance shall include, but not be limited to, professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in aggregate. Further, Clinic shall provide notification to School at least thirty (30) days in advance of any material modification or cancellation of such coverage. Clinic shall provide to School certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

### **3. RELATIONSHIP OF THE PARTIES**

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

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

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing

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

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

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

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

#### **4. GENERAL PROVISIONS**

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

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

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

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

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

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

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

If to Clinic: St. Jude Neighborhood Health Centers  
731 S Highland Ave  
Fullerton, CA 92832

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

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

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

***Signature page to follow.***

**St. Jude Neighborhood Health Centers  
"CLINIC"**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"SCHOOL"**

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



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Student Services**

To: Board of Trustees	Date: May 14, 2018
Re: Acceptance of Donation of Wheelchair for use at Santa Ana College in DSPS	
Action: Request for Acceptance	

**BACKGROUND**

TingMing Zhang, a SAC student, purchased a wheelchair and now wishes to donate it to Santa Ana College Disabled Students Programs and Services (DSPS) for use as additional mobility support by staff/students as needed.

**ANALYSIS**

The wheelchair was recently purchased through Amazon. It is in good condition. The Drive Medical Lightweight Steel Transport Wheelchair has fixed arms and a 19” seat. It is foldable and can be easily stored. This donation will provide mobility support for staff/students in extenuating and unexpected circumstances including but not limited to an emergency requiring medical assistance and transport. Risk Management will assess the equipment before it is used.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept this donation of wheelchair for use at Santa Ana College in DSPS.

Fiscal Impact: None	Board Date: May 14, 2018
Prepared by: Arnulfo Cedillo, Ed.D., Interim Vice President of Student Services Veronica Oforlea, Ed.D., Associate Dean, DSPS	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## Harvey, Elizabeth

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**From:** TinMin Zhang <tinminzhang@gmail.com>  
**Sent:** Thursday, February 8, 2018 11:17 PM  
**To:** Harvey, Elizabeth  
**Subject:** Tingming Zhang(Wheel Chair Pics)  
**Attachments:** Wheel Chair1.png; Wheel Chair2.png; Wheel Chair3.png; Wheel Chair4.png; Wheel Chair5.png

Hi, Ms. Elizabeth. This is Tingming. I have the pictures and the name of brand read for you.  
Brand: Drive

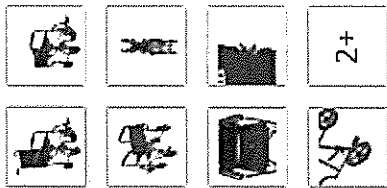
I bought it on amazon two months ago, for I thought my friend might use it. However, her legs didn't really that bad enough to use it for living. I have already put everything back to the box after I have decided to donate it to our campus. If you want me to open it and take actual pictures, that's totally fine to me, Ms. Elizabeth. Really appreciate for what you have done for me, and I knew that I won't have a chance to make our campus better without you and our ASPS department help. Just let me know if your need any further information of either me or the wheel chair, and I'd love to spend time to work this out. Thank you for your time to read this, Ms. Elizabeth.

Best Regard  
Tingming Zhang

# Drive Medical Lightweight Steel Transport Wheelchair, Fixed Full Arms, 19" Seat Drive Medical

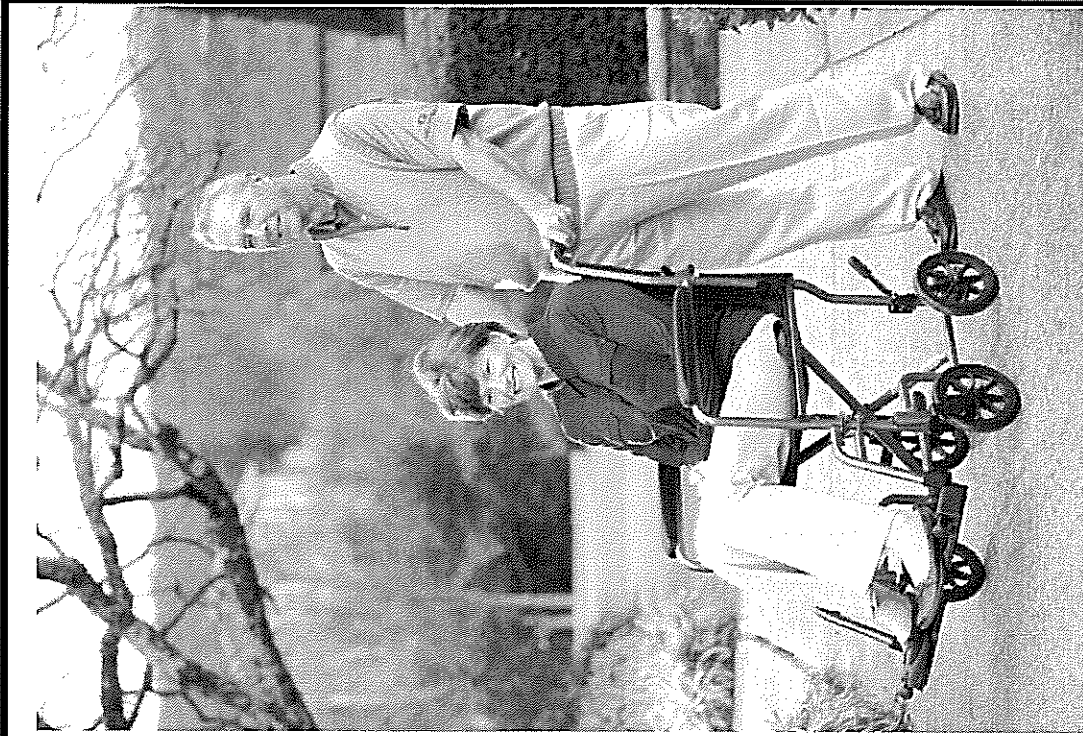
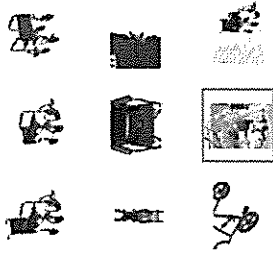
★★★★★ 1,307 customer reviews | 355 answered questions

#1 Best Seller in Self-Propelled Wheelchairs



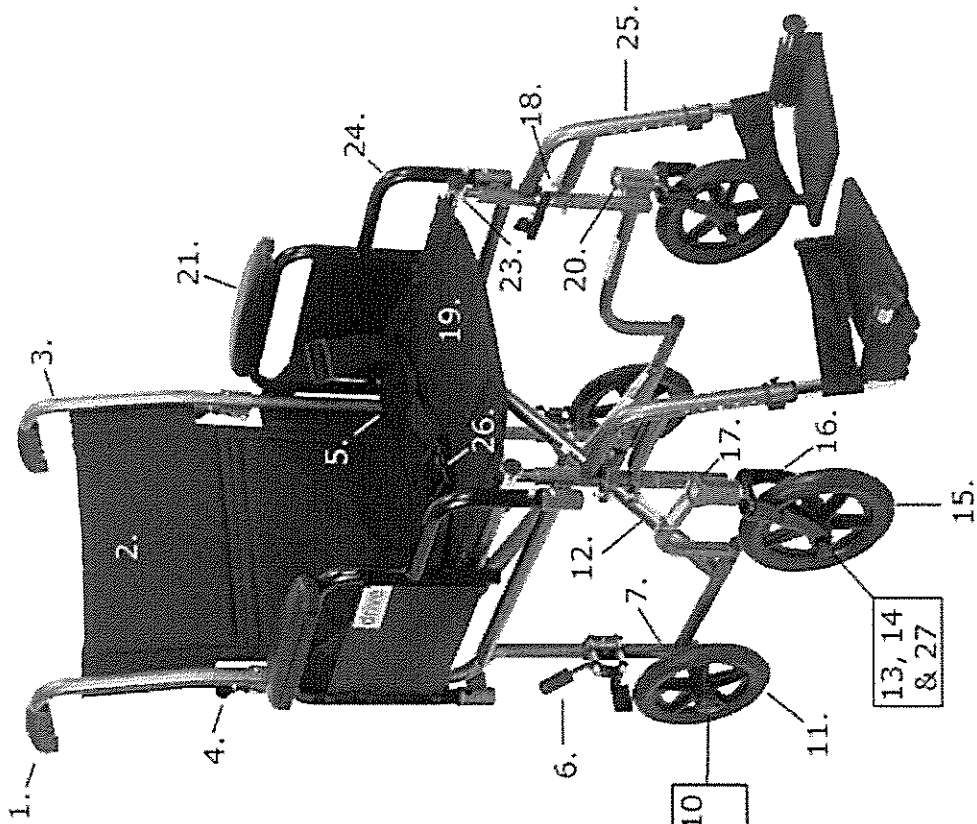


Drive Medical Lightweight  
Steel Transport...



TK07E-SV-DDA

1. Handgrip - TRHG
2. Back Upholstery
- 17" - STDS2349BLK
- 19" - STDS2351BLK
3. Back Cane - STDS4S3601
4. Release Lever - STDS001503
5. Seat Rail Guide - STDS1070
6. Brake Tip - STDS4011
- Brake Right - STDS3J092R
- Brake Left - STDS3J092L
7. Tipping Sleeve - STDS4020
8. Rear Axle Bearing - STDS4S3602
9. Hub Cap - STDS4S3603
10. Rear Axle - STDS4S3604
11. Rear Wheel - STDS4S3605
12. Cross Frame 17" - STDS4S36X7
- 18" - STDS4S36X9
13. Front Axle Bearing - STDS1011
14. Front Axle - STDS1002-1
15. Front Caster - STDS3J2432
16. Fork - STDS3J4533
17. Fork Stem Bearing - STDS8M4601
18. Hnager Pins (4) - STDS1069-4
19. Seat Upholstery
- 17" - STDS2348BLK
- 19" - STDS2358BLK
20. Dust Cap - STDS4S3606
21. Arm Rest Pad - STDS4S3606
22. Axle Spacer - STDS3J0951
23. Slide Tube -
24. Arm Rest LEFT - STDSSDDAL
- RIGHT - STDSSDDAR
25. Footrest - TR39SF-SV
26. Seat Belt - STDS850-PB
27. Front Axle Cap - STDS001000



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 14, 2018
Re: Approval of California/Nevada Training Trust Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.90 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. This agreement covers the period of July 1, 2018 through June 20, 2019.

**RECOMMENDATION**

It is recommended that the Board approve the California/Nevada Training Trust Master Cost Agreement.

Fiscal Impact: Approximately \$37,224 to RSCCD-SCC	Board Date: May 14, 2018
The RSCCD-SCC shall pay California/Nevada Training Trust an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$232,027.	
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

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

This Agreement, made and entered into this 1st day of July, 2018, by and between:

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

WITNESSETH:

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

ARTICLE I - RECITALS

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

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

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

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

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

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



## ARTICLE II - RESPONSIBILITIES OF RSCCD

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

## ARTICLE III - RESPONSIBILITIES OF CAL/NEVA

### A. Instruction and Curriculum

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

### B. Facilities, Equipment and Supplies

1. CAL/NEVA shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, CAL/NEVA will be responsible for the maintenance of these facilities.

2. CAL/NEVA shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. CAL/NEVA shall provide instructional supplies and materials.

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2018) and will continue until the end of the fiscal year (June 30, 2019), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by CAL/NEVA and performing services for their training committee shall be solely employees of CAL/NEVA. CAL/NEVA will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay CAL/NEVA an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the California/Nevada Training Trust, 9846 Limonite Ave., Riverside, CA 92509, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

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

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
  
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
  
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
  
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
  
9. RSCCD agrees to provide CAL/NEVA with records indicating attendance, income and expenditure data.
  
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

CALIFORNIA/NEVADA TRAINING TRUST

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

\_\_\_\_\_  
Armando Mendez  
Director  
Date: \_\_\_\_\_

Approved by Governing Board,

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College – Business &amp; Career Education

To: Board of Trustees	Date: May 14, 2018
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 \$5.90 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. This agreement covers the period of July 1, 2018 through June 20, 2019.

**RECOMMENDATION**

It is recommended that the Board approve the JTS Services Master Cost Agreement.

Fiscal Impact: Approximately \$4,136 to RSCCD-SCC	Board Date: May 14, 2018
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 \$13,649.	
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education	
Submitted by: John Hernandez, 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, 2018, 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, 2018) and will continue until the end of the fiscal year (June 30, 2019), 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  
Chair, Cosmetology Apprenticeship

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

Approved by Governing Board:

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



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 14, 2018
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 \$5.90 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. This agreement covers the period of July 1, 2018 through June 20, 2019.

**RECOMMENDATION**

It is recommended that the Board approve the Metropolitan Water District of Southern California Master Cost Agreement.

Fiscal Impact: Approximately \$16,544 to RSCCD-SCC.	Board Date: May 14, 2018
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 \$54,595.	
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education	
Submitted by: John Hernandez, 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, 2018, by and between:

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

WITNESSETH:

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

ARTICLE I - RECITALS

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

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

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

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

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

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

ARTICLE II - RESPONSIBILITIES OF RSCCD

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

ARTICLE III - RESPONSIBILITIES OF MWD

A. Instruction and Curriculum

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

B. Facilities, Equipment and Supplies

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

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2018) and will continue until the end of the fiscal year (June 30, 2019) unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by MWD and performing services for MWD shall be solely employees of MWD and not employees of RSCCD. MWD shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay MWD an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Metropolitan Water District, 700 N. Alameda St., Los Angeles, 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

METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA

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

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

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

Approved by Governing Board

APPROVED AS TO FORM:

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

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 14, 2018
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 \$5.90 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. This agreement covers the period of July 1, 2018 through June 20, 2019.

**RECOMMENDATION**

It is recommended that the Board approve the Operating Engineers Training Trust JATC Master Cost Agreement.

Fiscal Impact: Approximately, \$57,903 to RSCCD-SCC.	Board Date: May 14, 2018
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 \$360,931.	
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education	
Submitted by: John Hernandez, 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, 2018, 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, 2018) and will continue until the end of the fiscal year (June 30, 2019), 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

OPERATING ENGINEERS JATC

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

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

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

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 14, 2018
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, Intelligent Transportation, Sound Installer and Sound Technician.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.90 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. This agreement covers the period of July 1, 2018 through June 20, 2019.

**RECOMMENDATION**

It is recommended that the Board approve the Orange County Electrical Training Trust Master Cost Agreement.

Fiscal Impact: Approximately, \$57,903 to RSCCD-SCC.	Board Date: May 14, 2018
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 \$360,931.	
Prepared by: Marilyn Flores, Ph.D., Vice-President, Academic Affairs Von Lawson, Dean, Business & Career Education	
Submitted by: John Hernandez, 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, 2018, 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, 2018) and will continue until the end of the fiscal year (June 30, 2019), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OCETT and performing services for their training committee shall be solely employees of OCETT. OCETT will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OCETT an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Orange County Electrical Training Trust, 717 S. Lyon St., Santa Ana, CA 92705, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

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

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

ORANGE COUNTY ELECTRICAL  
TRAINING TRUST

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

\_\_\_\_\_  
David Lawhorn  
Coordinator

-  
Approved by Governing Board:

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

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



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 14, 2018
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 \$5.90 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. This agreement covers the period of July 1, 2018 through June 20, 2019.

**RECOMMENDATION**

It is recommended that the Board approve the Southern California Surveyors Master Cost Agreement.

Fiscal Impact: Approximately, \$16,544 to RSCCD-SCC. Board Date: May 14, 2018 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 \$103,123.
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education
Submitted by: John Hernandez, 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, 2018, 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 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 Agreement shall commence with the beginning of the fiscal year (July 1, 2018) and will continue until the end of the fiscal year (June 30, 2019), unless earlier terminated by either party in the manner set forth herein.
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  
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 SCS: Southern California Surveyors Joint Apprenticeship Committee  
9480 Utica Ave., Suite 604  
Rancho Cucamonga, CA 91730  
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 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

SOUTHERN CALIFORNIA SURVEYORS

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

\_\_\_\_\_  
Raymond Diaz  
Administrator

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

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

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 14, 2018
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 \$5.90 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. This agreement covers the period of July 1, 2018 through June 20, 2019.

**RECOMMENDATION**

It is recommended that the Board approve the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement.

Fiscal Impact: Approximately \$231,613 to RSCCD-SCC.	Board Date: May 14, 2018
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 \$1,443,722.	
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education	
Submitted by: John Hernandez, 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, 2018, 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, 2018) and will continue until the end of the fiscal year (June 30, 2019), 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  
3250 E. Shelby Street, Suite 210  
Ontario, CA 91764

To SCCJATC: Southern California Carpentry Joint Apprenticeship and  
Training Committee  
3250 E. Shelby Street, Suite 210  
Ontario, CA 91764

- 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

SOUTHERN CALIFORNIA CARPENTRY JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE

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

\_\_\_\_\_  
Daniel Langford  
Date: \_\_\_\_\_

Approved by Governing Board:

SOUTHWEST CARPENTERS TRAINING FUND

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

\_\_\_\_\_  
Louis Ontiveros  
Date: \_\_\_\_\_

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Memorandum of Understanding (MOU) between Rancho Santiago Community College District (RSCCD) and Unity Middle College High School (UMCHS)	
Action:	Request for Approval	

**BACKGROUND**

Unity Middle College High School is a public charter high school, located at 1937 West Chapman Avenue, Orange, California, that prepares all students for four-year university success, leading to professional careers through a blended high school and college curriculum. Unity MCHS welcomes all students from diverse backgrounds and communities.

Santiago Canyon College will provide apportionment-generating courses to UMCHS students at SCC. These courses will be credited towards both a high school diploma and a college associate degree. All courses will be taught by RSCCD faculty.

**ANALYSIS**

The attached Memorandum of Understanding between RSCCD and UMCHS outlines procedural guidelines and responsibilities for each institution. The MOU covers the period of July 1, 2018 through June 30, 2019. SCC will collect apportionment from traditional FTES calculations.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Memorandum of Understanding between Rancho Santiago Community College District (RSCCD) and Unity Middle College High School (UMCHS).

Fiscal Impact:	Apportionment	Board Date: May 14, 2018
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of July, 2018, by and between the **UNITY SCHOOLS SOCAL** located at 1937 West Chapman Avenue, Orange, CA 92868, hereinafter referred to as “**UNITY**”, and the Rancho Santiago Community College District, on behalf of **SANTIAGO CANYON COLLEGE**, located at 8045 E Chapman Ave, Orange, CA 92869, hereinafter referred to as “**SCC**”. They may also be referred to as “Party” or “Parties”.

### **RECITALS:**

**WHEREAS**, UNITY is a public charter high school and operating under public California Charter School Law, in the county of Orange, California; and

**WHEREAS**, SCC is a community college operating under Education Code section 70900 et seq., in the county of Orange County, California; and

**WHEREAS**, UNITY and SCC desire to operate a middle college high school in the County of Orange, California; and

**NOW, THEREFORE**, UNITY and SCC mutually agree as follows:

1. Agreement Binding. This Agreement shall be binding upon signing Parties and their respective heirs, executors, administrators, successors and assigns.
2. Choice of Law. This Agreement shall be governed by and construed under California law. The laws of California shall prevail to the extent that there is any conflict between this agreement and any California law.
3. Program. UNITY will operate a middle college high school (hereinafter “MCHS”) pursuant to Education Code sections 11300, 11301, and 76001 near and on the SCC campus. The physical location of UNITY is off-site.
4. Cooperation. The Parties hereby agree to cooperate in coordinating programs and activities in order to facilitate and promote UNITY’s and SCC’s operation of the MCHS.
5. School Size. The number of enrolled students in the MCHS for the 2018-2019 academic school year shall be a maximum of two-hundred (200). The maximum number of students that may be enrolled at full capacity following the completion of the 2020-2021 academic school year shall be four hundred (400).
6. MCHS Commencement. The MCHS commenced on July 1, 2017.

7. Students.

7.1 Students enrolled in the MCHS shall be considered full-time high school students of UNITY and, to the extent that they enroll in community college course work, as special part-time community college students of SCC. MCHS students may take a maximum of 11 units of college course work per semester. MCHS students may not enroll in Honors classes unless they met the Honors entrance requirements and obtain prior approval from the high school administrator and the SCC administrator.

7.2 Student enrollment in the MCHS shall be subject to all relevant statutes and regulations of the state of California including, but not limited to, the provisions of the Education Code 66025.8 and 66025.9; and Title 5 sections 58106 and 58108, which governs secondary students. As special part-time students of the college, MCHS students shall be assigned enrollment priority pursuant to Rancho Santiago Community College District BP 5055 and AR 5055.

Students enrolled in the MCHS are exposed to an adult teaching and learning environment and may be exposed to course work at the college level that includes adult content. Consideration for the age and maturity of MCHS students will not be recognized by faculty or staff regarding college course content.

7.3 Per SB 379, 9th and 10th grade students enrolled in the MCHS shall take at least 80% of the annual high school instructional time in a fiscal year at the charter school site if participating in dual enrollment. MCHS students enrolled in grades 11 or 12 who are also dually enrollment at SCC or another college must attend the charter school for a minimum of 50% of the minimum number of minutes of instruction the charter school is required to offer in a fiscal year.

7.4 All students shall be identified by MCHS prior to enrollment in college coursework at SCC. MCHS counselors, teachers, and administrators participate in the identification, screening, and support of MCHS students enrolled in college courses each semester.

Each student and his or her parents or legal guardian shall sign a Dual Enrollment MCHS Student/Parent Handbook Agreement (Handbook) acknowledging their receipt of the Handbook and acceptance of the rules, standards, procedures, responsibilities, and

expectations set forth by UNITY and SCC in the current year's Handbook before the student is enrolled in college coursework at SCC.

- 7.5 New students enrolling in the MCHS shall participate in an orientation during the summer semester providing information regarding policies, procedures, regulations and expectations immediately preceding their first year in the MCHS.
- 7.6 Student discipline regarding matters directly related to MCHS students shall be primarily the responsibility of the UNITY. If a student violates the rules, regulations, or any provision of the current year's Handbook, the student will be subject to disciplinary action. In the event a MCHS student violates any of the SCC rules, regulations, or provisions of the Education Code 66300 and 66301 governing student behavior and discipline, including suspension and expulsion, then SCC shall have, the right to assume responsibility of student discipline (RSCCD BP 5500).

## 8. Student Records

- 8.1 SCC and Unity MCHS shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- 8.2 SCC and Unity MCHS shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- 8.3 SCC and Unity MCHS shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- 8.4 SCC and Unity MCHS shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of



the SCC, Unity MCHS, and other state agencies where such inspection and audit does not conflict with the Education Code.

- 8.5 In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.
  - 8.6 SCC and Unity MCHS shall securely transmit data files to each other upon the completion of articulated and dual enrolled courses according to each district's grade reporting deadlines. Upon completion of each term, Unity MCHS will release student demographic information, grades and course completion data for students interested in acquiring college credit. Upon completion of each college term, SCC will release student demographic information, grades and course completion data for all Unity MCHS students.
  - 8.7 If SCC and Unity MCHS determines that parent consent is necessary, it will be Unity MCHS's responsibility to attain such consent.
9. Personnel. When on the Santiago Canyon College campus, UNITY personnel shall be required to adhere to SCC's rules and regulations as well as the rules and regulations of UNITY. UNITY will be responsible in the selection of high school administrator, teachers, counselors, and appropriate clerical staff, all of whom shall be employees of or contractors to UNITY. Staffing formula will be the responsibility of UNITY.
- 9.1 Administrator: The UNITY administrator will fulfill the job description for UNITY principal, including recruitment of new students, monitoring student progress towards high school graduation, and meeting SCC's special part-time, dual high school enrollment regulations and requirements. Further the administrator will meet regularly with the assigned administrator; will work cooperatively with SCC staff; and will follow SCC rules and regulations.

The SCC administrator will fulfill the job description for SCC administrator, including timely reporting of necessary SCC communications; monitoring student progress in SCC classes; and acting as liaison with the UNITY/SCC Middle College High School at Santiago Canyon College Campus. Further the SCC administrator will meet regularly with the assigned high school administrator and work cooperatively with UNITY staff and follow SCC rules and regulations.

- 9.2 Counselor: The UNITY counselor will fulfill the job description for UNITY counselor, including recruitment of new students; ensuring appropriate college class selection to meet SCC transfer requirements; meeting with parents and students on a regular basis; guiding students in college class selection to meet the UNITY graduation requirements; and satisfying SCC's special part-time concurrent, high school enrollment regulations and requirements. Further the counselor will work cooperatively with SCC staff and follow SCC rules and regulations.

In collaboration with UNITY, the SCC counseling and academic affairs departments, SCC will support UNITY in recommending appropriate college class selection to meet SCC transfer requirements; meeting students as requested; guiding students in college class selection to meet the SCC graduation requirements; and satisfying SCC's special part-time concurrent high school enrollment regulations and requirements.

- 9.3 Teacher/Instructor: The UNITY teacher will fulfill the job description for UNITY teacher; follow California Education Codes and UNITY Board Policies. In addition, teachers will maintain cooperative relationships with SCC personnel and follow SCC rules and regulations. The SCC instructor will fulfill the job description for SCC instructor; follow California Education Codes and SCC Board Policies. In addition, instructors will maintain cooperative relationships with UNITY personnel and follow SCC rules and regulations. The majority of college-level courses will be taught and offered at SCC. UNITY will offer secondary education program courses at its site.
- 9.4 UNITY and SCC share responsibility for evaluating the MCHS annually in order to make adjustments as necessary to ensure the viability of the MCHS.
- 9.5 Santiago Canyon College shall be responsible for the following:
- 9.5.1 Assign an administrator to administer the college portion of the MCHS program and to act as a liaison with MCHS Administrator.
  - 9.5.2 Utilize existing college personnel to provide routine services and access equivalent to that provided to all students.
  - 9.5.3 Provide guidance and direction related to the college registration process for MCHS students.

- 9.5.4 Maintain cordial and professional relationships with high school personnel.
  - 9.5.5 Provide unofficial college transcripts as timely as possible.
  - 9.5.6 Provide office and clerical space to support MCHS staff.
- 9.6 UNITY shall be responsible for the following:
- 9.6.1 Obtain all required high school registration and immunization forms, as well as inter-district releases for approval of student enrollment.
  - 9.6.2 Ensure that all paperwork required for enrolling MCHS students in college courses is submitted to the SCC administrator for approval and ensure that all required paperwork is submitted to the SCC Admissions Office.
  - 9.6.3 Orient parents or guardians of all MCHS students regarding the requirements to enroll and succeed in college at SCC.
  - 9.6.4 Meet on monthly basis with the SCC administrator, unless both Parties agree to waive meeting. As requested, provide written reports in SCC's format related to the academic progress of students including, but not limited to, probation and dismissal; problem attendance; behavioral incident reports; student infractions of college and district rules; and academic progress.
  - 9.6.5 Provide the SCC administrator with the following information:
    - 9.6.5a Copies of high school transcripts, standardized test scores, high school attendance record, and discipline record for prospective MCHS students upon request.
    - 9.6.5b Copies of high school transcripts as student's progress through the MCHS.
  - 9.6.6 Work cooperatively with the administrator to address complaints received from college personnel regarding the behavior of the MCHS students and alleged violations of college rules and policies.

- 9.6.7 Provide transportation to UNITY students to and from SCC during the UNITY MCHS day.
- 9.6.8 Cooperate with SCC administrator in preparing reports regarding the MCHS, when requested by SCC.
- 9.6.9 Have as its goal that high school students meet UNITY high school graduation requirements.
- 9.6.10 Extend an invitation through the SCC administrator to all faculty to participate in the student enrollment and curriculum development process to maximize the involvement of the college faculty in this process.
- 9.6.11 Provide counseling to ensure that high school students are aware of the proper combination of high school and college courses which should be selected to enable the students to receive a high school diploma.
- 9.6.12 Provide guidance to students in college course selection that will enable them to make progress toward a transfer degree.
- 9.6.13 Limit students to a prescribed range of one to eleven units per semester of college coursework.
- 9.6.14 Order and administer all state and UNITY required exams, notify parents of results in a timely manner, and put forward remediation plans, when necessary, to address students' academic needs.
- 9.6.15 Maintain cordial and professional relationships with college personnel.
- 9.6.16 Work collaboratively with the SCC administrator on updates and modifications to the Handbook and publish the Handbook annually, and provide a copy of the handbook to SCC no later than thirty (30) days after publication.
- 9.6.17 UNITY shall be the sole entity responsible for providing students\* with a Free and Appropriate Public Education (FAPE) under IDEA. UNITY will fund any monetary individually student based accommodation needed for student access to SCC courses (Ie. personal care attendant or assistive technology device) in accordance to Section 504 or

ADA. \*Student/s is limited to those students who are dually enrolled in UNITY and SCC through UNITY's agreement. MCHS students requiring disability-related accommodations will follow college procedures for having them authorized by SCC DSPS. SCC DSPS will collaborate with UNITY to ensure accommodations for MCHS students are properly implemented.

9.6.18 Every two years or as vacancy is needed, UNITY will extend an invitation to SCC Academic Senate and administration to serve on the UNITY Board of directors.

9.7 SCC (Santiago Canyon College) and UNITY shall jointly be responsible for the following:

9.7.1 Share responsibility for evaluating the MCHS in order to make adjustments as necessary to ensure the viability of the MCHS.

9.7.2 Re-evaluate students at the end of the semester to maintain required levels of high school and college achievement.

10. MCHS Funding. UNITY and SCC shall not share any funding or revenue based upon student attendance at MCHS. UNITY shall receive state average daily attendance funding as an alternative school based upon a SB 379 minimum instructional day. SCC shall receive all apportionment for the community college classes attended by students outside their SB 379 instructional minute requirement. UNITY will be responsible for paying the mandatory health fee, student photo ID fee and student service fee (optional) for only UNITY students taking classes at SCC site.

11. Insurance. Both parties shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement shall be provided to the other party prior to commencement of operations.

12. Emergency Preparedness: UNITY and SCC will work collaboratively to develop and implement a protocol on how emergencies will be addressed

for MCHS students. These protocols will be included in the Dual Enrollment Student/Parent Handbook and include access to the SCC Health Center. In addition, parents of UNITY students will complete and sign a treatment authorization form and provide to the SCC Student Health and Wellness Center.

13. Notice. Any notice required or permitted under this agreement shall be deemed given when actually delivered or when deposited in the mail addressed as follows:

To UNITY:                   Dr. Erin Craig, Executive Director  
Unity Schools SoCal  
960 North Tustin Street, #239  
Orange, California 92867

To SCC:                        Dr. John Hernandez, President  
Santiago Canyon College  
8045 E Chapman Ave  
Orange, CA 92869

14. Term of Agreement:

14.1   The term of this agreement shall be for a period of five (5) years, and then shall be automatically renewed for two (2) additional five-year periods unless either Party provides a notice of cancellation to the other Party no later than one (1) semester prior to the expiration of the initial five-year period, except as set forth in Paragraph 14.2 below.

14.2   In the event that the SCC provides notice of cancellation to the UNITY prior to the end of the initial five-year period, in order to allow all MCHS students the opportunity to graduate from the MCHS, this agreement shall phase out over a period of two additional years in a mutually agreed upon plan.

15. Arbitration. If the parties are unable to resolve any dispute of difference between the Parties within fourteen (14) days, or a longer period if both Parties agree in writing, the dispute or difference shall only be decided through binding arbitration in accordance with the current rules of the American Arbitration Association at the time of the dispute. No

arbitration may include any person or Party other than UNITY, SCC, and any other person who is substantially involved in a common question of law or fact and whose presence is required to accord complete relief in the arbitration. The arbitrator's or arbitrators' award shall be final and judgment may be entered upon it in accordance with the applicable law in any court which has jurisdiction. A Party demanding arbitration shall file a demand notice with other Party and the American Arbitration Association within reasonable time. No Party may demand arbitration after the date that legal or equitable proceedings of such claim or dispute would be barred by the applicable statute of limitations.

16. Assignment. Neither Party shall sell, assign, or sublease its rights under this agreement without the prior written consent of the other Party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
17. Mutual Indemnification. Each Party agrees to hold harmless, defend and indemnify the other Party against all actions, claims or demands arising out of acts or omissions on the part of the indemnifying Party, except to the extent that such actions, claims or demands are the result of the acts or omissions of the other (non-indemnifying) Party.
18. Entire Agreement. This Agreement is fully integrated. UNITY and SCC intend this Agreement to be the final expression of their understanding with respect to the subject matter and as a complete and exclusive statement of the terms and conditions. This Agreement shall supersede all oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement.
19. Waiver and Severability Clause. One or more waivers of any term condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

IN WITNESS WHEREOF, this agreement for affiliation and use of facilities is executed in duplicate as set forth below by the duly authorized representative of UNITY and SCC as of the date herein above written.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

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

Name of Organization: **Rancho Santiago Community College District  
on behalf of Santiago Canyon College**

Address: 8045 East Chapman  
Orange, CA 92869

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Erin Craig, Ed.D.  
Founding Executive Director

Name of Organization: **Unity Middle College High School**

Address: 1937 West Chapman Avenue  
Orange, CA 92868



Rancho Santiago Comm Coll District

Board Meeting of 05/14/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 04/11/18 Thru 05/01/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65922	General Fund Unrestricted	0.00	777.50	-777.50	92*0498453	92*0498453
65958	General Fund Unrestricted	0.00	2,017.00	-2,017.00	92*0499005	92*0499005
66186	General Fund Unrestricted	8,532.85	0.00	8,532.85	92*0502026	92*0502033
66187	General Fund Unrestricted	5,902.25	0.00	5,902.25	92*0502041	92*0502046
66189	General Fund Unrestricted	329.87	0.00	329.87	92*0502062	92*0502063
66193	General Fund Unrestricted	387.54	0.00	387.54	92*0502091	92*0502104
66196	General Fund Unrestricted	777.50	0.00	777.50	92*0502111	92*0502111
66197	General Fund Unrestricted	2,017.00	0.00	2,017.00	92*0502112	92*0502112
66198	General Fund Unrestricted	6,498.64	0.00	6,498.64	92*0502113	92*0502124
66200	General Fund Unrestricted	2,234.32	0.00	2,234.32	92*0502132	92*0502136
66201	General Fund Unrestricted	667.91	0.00	667.91	92*0502137	92*0502142
66203	General Fund Unrestricted	2,262,310.86	0.00	2,262,310.86	92*0502156	92*0502159
66208	General Fund Unrestricted	9,201.66	0.00	9,201.66	92*0502186	92*0502210
66209	General Fund Unrestricted	5,703.00	0.00	5,703.00	92*0502211	92*0502216
66211	General Fund Unrestricted	20,379.58	0.00	20,379.58	92*0502219	92*0502241
66212	General Fund Unrestricted	38,674.69	0.00	38,674.69	92*0502244	92*0502255
66213	General Fund Unrestricted	64,490.88	44,920.44	19,570.44	92*0502262	92*0502305
66215	General Fund Unrestricted	744.17	0.00	744.17	92*0502336	92*0502338
66217	General Fund Unrestricted	234.66	0.00	234.66	92*0502345	92*0502347
66219	General Fund Unrestricted	613.20	0.00	613.20	92*0502349	92*0502351
66220	General Fund Unrestricted	11,094.52	0.00	11,094.52	92*0502352	92*0502380
66221	General Fund Unrestricted	12,358.00	0.00	12,358.00	92*0502384	92*0502384
66222	General Fund Unrestricted	6,320.08	0.00	6,320.08	92*0502386	92*0502405
66223	General Fund Unrestricted	70,208.13	0.00	70,208.13	92*0502415	92*0502438
66229	General Fund Unrestricted	23,489.20	0.00	23,489.20	92*0502457	92*0502469
66230	General Fund Unrestricted	2,186.50	0.00	2,186.50	92*0502479	92*0502491
66231	General Fund Unrestricted	3,069.41	0.00	3,069.41	92*0502493	92*0502500
66233	General Fund Unrestricted	24,745.94	0.00	24,745.94	92*0502517	92*0502533
66234	General Fund Unrestricted	55.14	0.00	55.14	92*0502535	92*0502535
66235	General Fund Unrestricted	7,333.67	0.00	7,333.67	92*0502536	92*0502536
66236	General Fund Unrestricted	1,553.89	0.00	1,553.89	92*0502537	92*0502539
66237	General Fund Unrestricted	1,461.00	0.00	1,461.00	92*0502540	92*0502551
66238	General Fund Unrestricted	56.00	0.00	56.00	92*0502552	92*0502563
66239	General Fund Unrestricted	2,790.00	0.00	2,790.00	92*0502564	92*0502575
66241	General Fund Unrestricted	736.17	0.00	736.17	92*0502578	92*0502583
66242	General Fund Unrestricted	4,178.85	0.00	4,178.85	92*0502584	92*0502595
66245	General Fund Unrestricted	90,180.18	0.00	90,180.18	92*0502600	92*0502624
66246	General Fund Unrestricted	4,310.00	0.00	4,310.00	92*0502627	92*0502627
66247	General Fund Unrestricted	44,517.18	0.00	44,517.18	92*0502636	92*0502648
66248	General Fund Unrestricted	436.36	0.00	436.36	92*0502653	92*0502654
66256	General Fund Unrestricted	24.01	0.00	24.01	92*0502689	92*0502689

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66258	General Fund Unrestricted	38,014.62	0.00	38,014.62	92*0502708	92*0502718
66260	General Fund Unrestricted	32,798.34	0.00	32,798.34	92*0502730	92*0502732
66264	General Fund Unrestricted	31,439.71	0.00	31,439.71	92*0502752	92*0502752
66265	General Fund Unrestricted	6,925.73	0.00	6,925.73	92*0502756	92*0502774
66266	General Fund Unrestricted	1,803.58	0.00	1,803.58	92*0502777	92*0502792
66267	General Fund Unrestricted	12,031.61	0.00	12,031.61	92*0502801	92*0502803
66272	General Fund Unrestricted	22,462.91	0.00	22,462.91	92*0502816	92*0502831
66273	General Fund Unrestricted	5,451.84	0.00	5,451.84	92*0502833	92*0502847
66274	General Fund Unrestricted	4,191.23	0.00	4,191.23	92*0502854	92*0502867
66275	General Fund Unrestricted	21,309.46	0.00	21,309.46	92*0502874	92*0502890
66276	General Fund Unrestricted	7,552.80	0.00	7,552.80	92*0502891	92*0502922
66277	General Fund Unrestricted	3,328.80	0.00	3,328.80	92*0502923	92*0502947
66280	General Fund Unrestricted	96,206.28	0.00	96,206.28	92*0502953	92*0502981
66284	General Fund Unrestricted	103,143.83	0.00	103,143.83	92*0503011	92*0503032
66285	General Fund Unrestricted	26,525.02	0.00	26,525.02	92*0503033	92*0503053
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$3,153,990.57</b>	<b>\$47,714.94</b>	<b>\$3,106,275.63</b>		

Checks Written for Period 04/11/18 Thru 05/01/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66014	General Fund Restricted	0.00	300.00	-300.00	92*0499596	92*0499596
66139	General Fund Restricted	0.00	4,023.21	-4,023.21	92*0501276	92*0501276
66156	General Fund Restricted	0.00	1,503.36	-1,503.36	92*0501467	92*0501467
66186	General Fund Restricted	8,996.34	0.00	8,996.34	92*0502024	92*0502039
66187	General Fund Restricted	8,075.83	0.00	8,075.83	92*0502040	92*0502056
66188	General Fund Restricted	7,590.37	0.00	7,590.37	92*0502058	92*0502061
66189	General Fund Restricted	12,594.15	0.00	12,594.15	92*0502064	92*0502075
66193	General Fund Restricted	61,947.32	741.20	61,206.12	92*0502088	92*0502105
66198	General Fund Restricted	2,628.66	0.00	2,628.66	92*0502125	92*0502128
66199	General Fund Restricted	2,808.70	0.00	2,808.70	92*0502129	92*0502131
66202	General Fund Restricted	5,782.16	0.00	5,782.16	92*0502143	92*0502155
66204	General Fund Restricted	3,200.55	0.00	3,200.55	92*0502160	92*0502168
66208	General Fund Restricted	7,576.01	0.00	7,576.01	92*0502185	92*0502208
66209	General Fund Restricted	1,585.17	0.00	1,585.17	92*0502213	92*0502215
66210	General Fund Restricted	741.20	0.00	741.20	92*0502217	92*0502218
66211	General Fund Restricted	4,728.04	0.00	4,728.04	92*0502221	92*0502243
66212	General Fund Restricted	5,304.47	0.00	5,304.47	92*0502248	92*0502257
66213	General Fund Restricted	1,786.88	893.44	893.44	92*0502260	92*0502295
66214	General Fund Restricted	9,308.76	4,654.38	4,654.38	92*0502307	92*0502335
66215	General Fund Restricted	1,120.91	0.00	1,120.91	92*0502339	92*0502340
66216	General Fund Restricted	3,274.96	0.00	3,274.96	92*0502341	92*0502344
66220	General Fund Restricted	16,922.99	0.00	16,922.99	92*0502359	92*0502378
66221	General Fund Restricted	6,913.13	0.00	6,913.13	92*0502382	92*0502383
66222	General Fund Restricted	39,126.55	0.00	39,126.55	92*0502385	92*0502414
66223	General Fund Restricted	11,647.37	0.00	11,647.37	92*0502416	92*0502437
66224	General Fund Restricted	1,503.36	0.00	1,503.36	92*0502439	92*0502439
66229	General Fund Restricted	17,184.53	0.00	17,184.53	92*0502458	92*0502475
66230	General Fund Restricted	13,845.29	0.00	13,845.29	92*0502476	92*0502492
66232	General Fund Restricted	13,228.40	0.00	13,228.40	92*0502501	92*0502516
66233	General Fund Restricted	4,463.16	0.00	4,463.16	92*0502518	92*0502534
66241	General Fund Restricted	1,171.51	0.00	1,171.51	92*0502577	92*0502582
66242	General Fund Restricted	13,816.53	0.00	13,816.53	92*0502588	92*0502594
66245	General Fund Restricted	4,032.10	0.00	4,032.10	92*0502599	92*0502622
66246	General Fund Restricted	8,532.31	0.00	8,532.31	92*0502626	92*0502633
66247	General Fund Restricted	146.55	0.00	146.55	92*0502649	92*0502649
66248	General Fund Restricted	39,587.35	0.00	39,587.35	92*0502650	92*0502659
66249	General Fund Restricted	4,953.81	0.00	4,953.81	92*0502661	92*0502663
66256	General Fund Restricted	770.56	0.00	770.56	92*0502685	92*0502692
66257	General Fund Restricted	9,376.22	0.00	9,376.22	92*0502693	92*0502706
66258	General Fund Unrestricted	898.02	0.00	898.02	92*0502707	92*0502707
66259	General Fund Restricted	3,225.00	0.00	3,225.00	92*0502719	92*0502728

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66260	General Fund Unrestricted	2,690.57	0.00	2,690.57	92*0502729	92*0502729
66265	General Fund Restricted	19,736.87	0.00	19,736.87	92*0502753	92*0502772
66266	General Fund Restricted	1,919.72	0.00	1,919.72	92*0502775	92*0502789
66267	General Fund Restricted	1,343.75	0.00	1,343.75	92*0502793	92*0502805
66272	General Fund Restricted	8,351.46	0.00	8,351.46	92*0502817	92*0502822
66273	General Fund Restricted	77,724.26	0.00	77,724.26	92*0502832	92*0502848
66274	General Fund Restricted	23,583.46	0.00	23,583.46	92*0502849	92*0502872
66275	General Fund Restricted	1,577.59	0.00	1,577.59	92*0502873	92*0502887
66280	General Fund Restricted	12,831.82	0.00	12,831.82	92*0502951	92*0502982
66284	General Fund Restricted	4,109.11	0.00	4,109.11	92*0503012	92*0503026
66285	General Fund Restricted	228,796.86	0.00	228,796.86	92*0503037	92*0503051
<b>Total Fund 12 General Fund Restricted</b>		<b>\$743,060.69</b>	<b>\$12,115.59</b>	<b>\$730,945.10</b>		

Checks Written for Period 04/11/18 Thru 05/01/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66186	GF Unrestricted One-Time Func	3,191.05	0.00	3,191.05	92*0502029	92*0502036
66187	GF Unrestricted One-Time Func	2,845.20	0.00	2,845.20	92*0502057	92*0502057
66189	GF Unrestricted One-Time Func	125.00	0.00	125.00	92*0502076	92*0502076
66193	GF Unrestricted One-Time Func	1,803.03	0.00	1,803.03	92*0502087	92*0502100
66204	GF Unrestricted One-Time Func	1,270.15	0.00	1,270.15	92*0502162	92*0502169
66211	General Fund Unrestricted	3,362.96	0.00	3,362.96	92*0502232	92*0502242
66213	GF Unrestricted One-Time Func	28,218.00	14,109.00	14,109.00	92*0502258	92*0502293
66214	GF Unrestricted One-Time Func	11,584.56	5,792.28	5,792.28	92*0502306	92*0502334
66218	GF Unrestricted One-Time Func	1,300.80	0.00	1,300.80	92*0502348	92*0502348
66220	GF Unrestricted One-Time Func	2,103.00	0.00	2,103.00	92*0502369	92*0502369
66221	GF Unrestricted One-Time Func	1,971.04	0.00	1,971.04	92*0502381	92*0502381
66222	GF Unrestricted One-Time Func	6,072.12	0.00	6,072.12	92*0502390	92*0502406
66223	GF Unrestricted One-Time Func	5,150.00	0.00	5,150.00	92*0502434	92*0502436
66229	GF Unrestricted One-Time Func	2,102.00	0.00	2,102.00	92*0502459	92*0502459
66230	GF Unrestricted One-Time Func	900.00	0.00	900.00	92*0502487	92*0502487
66245	GF Unrestricted One-Time Func	16,341.72	0.00	16,341.72	92*0502602	92*0502619
66246	GF Unrestricted One-Time Func	10,133.52	0.00	10,133.52	92*0502625	92*0502635
66249	GF Unrestricted One-Time Func	11,534.21	0.00	11,534.21	92*0502660	92*0502665
66256	GF Unrestricted One-Time Func	827.17	0.00	827.17	92*0502690	92*0502690
66257	GF Unrestricted One-Time Func	495.05	0.00	495.05	92*0502695	92*0502695
66258	General Fund Unrestricted	2,800.00	0.00	2,800.00	92*0502714	92*0502714
66272	GF Unrestricted One-Time Func	21,072.10	0.00	21,072.10	92*0502819	92*0502830
66274	GF Unrestricted One-Time Func	1,413.59	0.00	1,413.59	92*0502855	92*0502860
66280	GF Unrestricted One-Time Func	5,611.83	0.00	5,611.83	92*0502957	92*0502974
66285	GF Unrestricted One-Time Func	5,590.25	0.00	5,590.25	92*0503034	92*0503043
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$147,818.35</b>	<b>\$19,901.28</b>	<b>\$127,917.07</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65840	Child Development Fund	0.00	40.00	-40.00	92*0497406	92*0497406
66182	Child Development Fund	601.91	0.00	601.91	92*0502016	92*0502017
66192	Child Development Fund	2,681.52	0.00	2,681.52	92*0502081	92*0502086
66195	Child Development Fund	3,903.25	0.00	3,903.25	92*0502107	92*0502110
66206	Child Development Fund	88.02	0.00	88.02	92*0502171	92*0502171
66207	Child Development Fund	13,529.16	0.00	13,529.16	92*0502172	92*0502184
66226	Child Development Fund	1,872.97	0.00	1,872.97	92*0502441	92*0502444
66228	Child Development Fund	6,028.09	0.00	6,028.09	92*0502447	92*0502456
66240	Child Development Fund	30.17	0.00	30.17	92*0502576	92*0502576
66243	Child Development Fund	11.09	0.00	11.09	92*0502596	92*0502596
66252	Child Development Fund	1,357.41	0.00	1,357.41	92*0502680	92*0502680
66254	Child Development Fund	2,416.65	0.00	2,416.65	92*0502682	92*0502683
66263	Child Development Fund	994.45	0.00	994.45	92*0502737	92*0502751
66268	Child Development Fund	1,251.06	0.00	1,251.06	92*0502806	92*0502808
66279	Child Development Fund	1,206.46	0.00	1,206.46	92*0502949	92*0502950
66282	Child Development Fund	1,240.58	0.00	1,240.58	92*0502996	92*0502997
<b>Total Fund 33 Child Development Fund</b>		<b>\$37,212.79</b>	<b>\$40.00</b>	<b>\$37,172.79</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66183	Capital Outlay Projects Fund	312.00	234.00	78.00	92*0502018	92*0502021
66191	Capital Outlay Projects Fund	19,946.86	0.00	19,946.86	92*0502079	92*0502080
66194	Capital Outlay Projects Fund	1,689.99	0.00	1,689.99	92*0502106	92*0502106
66205	Capital Outlay Projects Fund	22,292.10	0.00	22,292.10	92*0502170	92*0502170
66251	Capital Outlay Projects Fund	619,327.64	0.00	619,327.64	92*0502671	92*0502679
66269	Capital Outlay Projects Fund	30,787.85	0.00	30,787.85	92*0502809	92*0502811
66270	Capital Outlay Projects Fund	3,516.00	0.00	3,516.00	92*0502812	92*0502812
66281	Capital Outlay Projects Fund	54,148.03	0.00	54,148.03	92*0502983	92*0502995
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$752,020.47</u></b>	<b><u>\$234.00</u></b>	<b><u>\$751,786.47</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66184	Bond Fund, Measure Q	9,893.00	0.00	9,893.00	92*0502022	92*0502022
66244	Bond Fund, Measure Q	1,576,848.73	0.00	1,576,848.73	92*0502597	92*0502598
66250	Bond Fund, Measure Q	225,848.00	0.00	225,848.00	92*0502666	92*0502670
66261	Bond Fund, Measure Q	1,551.00	0.00	1,551.00	92*0502733	92*0502735
66271	Bond Fund, Measure Q	106,030.00	0.00	106,030.00	92*0502813	92*0502815
66283	Bond Fund, Measure Q	164,666.50	0.00	164,666.50	92*0502998	92*0503010
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$2,084,837.23</b>	<b>\$0.00</b>	<b>\$2,084,837.23</b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66185	Property and Liability Fund	33,160.55	0.00	33,160.55	92*0502023	92*0502023
66225	Property and Liability Fund	12,500.00	0.00	12,500.00	92*0502440	92*0502440
66253	Property and Liability Fund	28,988.26	0.00	28,988.26	92*0502681	92*0502681
66255	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0502684	92*0502684
66262	Property and Liability Fund	242.40	0.00	242.40	92*0502736	92*0502736
66278	Property and Liability Fund	5,450.30	0.00	5,450.30	92*0502948	92*0502948
<b>Total Fund 61 Property and Liability Fund</b>		<b>\$83,463.66</b>	<b>\$0.00</b>	<b>\$83,463.66</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65835	Workers' Compensation Fund	0.00	1,837.50	-1,837.50	92*0497376	92*0497376
66190	Workers' Compensation Fund	2,508.76	0.00	2,508.76	92*0502077	92*0502078
66227	Workers' Compensation Fund	8,190.25	0.00	8,190.25	92*0502445	92*0502446
<b>Total Fund 62 Workers' Compensation Fu</b>		<b>\$10,699.01</b>	<b>\$1,837.50</b>	<b>\$8,861.51</b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,106,275.63
Total Fund 12 General Fund Restricted	730,945.10
Total Fund 13 GF Unrestricted One-Time Fund	127,917.07
Total Fund 33 Child Development Fund	37,172.79
Total Fund 41 Capital Outlay Projects Fund	751,786.47
Total Fund 43 Bond Fund, Measure Q	2,084,837.23
Total Fund 61 Property and Liability Fund	83,463.66
Total Fund 62 Workers' Compensation Fund	8,861.51
Grand Total:	<u><u>\$6,931,259.46</u></u>

Checks Written for Period 04/11/18 Thru 05/01/18

<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>
311804214	Bookstore Fund	106,566.76	0.00	106,566.76	31*0109020	31*0109038
311804321	Bookstore Fund	84,053.77	2,366.00	81,687.77	31*0109039	31*0109055
311804428	Bookstore Fund	33,792.67	0.00	33,792.67	31*0109056	31*0109073
311804530	Bookstore Fund	24,275.47	0.00	24,275.47	31*0109074	31*0109088
<b>Total Fund 31 Bookstore Fund</b>		<b><u>\$248,688.67</u></b>	<b><u>\$2,366.00</u></b>	<b><u>\$246,322.67</u></b>		

Checks Written for Period 04/11/18 Thru 05/01/18

<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>
711804214	Associated Students Fund	5,046.10	0.00	5,046.10	71*0008457	71*0008463
711804321	Associated Students Fund	13,476.57	0.00	13,476.57	71*0008464	71*0008485
711804428	Associated Students Fund	7,528.45	0.00	7,528.45	71*0008486	71*0008497
711804530	Associated Students Fund	1.00	0.00	1.00	71*0008498	71*0008498
<b>Total Fund 71 Associated Students Fund</b>		<b><u>\$26,052.12</u></b>	<b><u>\$0.00</u></b>	<b><u>\$26,052.12</u></b>		

Checks Written for Period 04/11/18 Thru 05/01/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721804214	Representation Fee Trust Fund	69.79	0.00	69.79	72*0000153	72*0000153
721804321	Representation Fee Trust Fund	840.00	0.00	840.00	72*0000154	72*0000154
721804530	Representation Fee Trust Fund	1.00	0.00	1.00	72*0000155	72*0000155
<b>Total Fund 72 Representation Fee Trust Fun</b>		<b>\$910.79</b>	<b>\$0.00</b>	<b>\$910.79</b>		

Checks Written for Period 04/11/18 Thru 05/01/18

<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>
761804321	Community Education Fund	1,177.00	0.00	1,177.00	76*0007365	76*0007366
761804428	Community Education Fund	19,673.54	0.00	19,673.54	76*0007367	76*0007376
761804530	Community Education Fund	1.00	0.00	1.00	76*0007377	76*0007377
<b>Total Fund 76 Community Education Fund</b>		<u><u>\$20,851.54</u></u>	<u><u>\$0.00</u></u>	<u><u>\$20,851.54</u></u>		

Checks Written for Period 04/11/18 Thru 05/01/18

<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>
791804214	Diversified Trust Fund	147.88	0.00	147.88	79*0021387	79*0021388
791804321	Diversified Trust Fund	23,264.77	137.96	23,126.81	79*0021389	79*0021409
791804428	Diversified Trust Fund	26,570.16	300.00	26,270.16	79*0021410	79*0021425
791804530	Diversified Trust Fund	1.00	0.00	1.00	79*0021426	79*0021426
<b>Total Fund 79 Diversified Trust Fund</b>		<b><u>\$49,983.81</u></b>	<b><u>\$437.96</u></b>	<b><u>\$49,545.85</u></b>		



Checks Written for Period 04/11/18 Thru 05/01/18

<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>
811804214	Diversified Agency Fund	17,499.88	8,749.94	8,749.94	81*0048679	81*0048700
811804321	Diversified Agency Fund	20,473.53	0.00	20,473.53	81*0048701	81*0048740
811804428	Diversified Agency Fund	9,461.84	0.00	9,461.84	81*0048741	81*0048758
811804530	Diversified Agency Fund	1.00	0.00	1.00	81*0048759	81*0048759
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u>\$47,436.25</u></b>	<b><u>\$8,749.94</u></b>	<b><u>\$38,686.31</u></b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	246,322.67
Total Fund 71 Associated Students Fund	26,052.12
Total Fund 72 Representation Fee Trust Func	910.79
Total Fund 76 Community Education Fund	20,851.54
Total Fund 79 Diversified Trust Fund	49,545.85
Total Fund 81 Diversified Agency Fund	38,686.31
<b>Grand Total:</b>	<b><u><u>\$382,369.28</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 04/12/2018 To 05/02/2018  
Board Meeting on 05/14/2018**

No. 4.2

**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>		
2000 CLASSIFIED SALARIES		4,130
3000 EMPLOYEE BENEFITS	4,130	
4000 SUPPLIES & MATERIALS		44
5000 OTHER OPERATING EXP & SERVICES	91,874	
6000 CAPITAL OUTLAY	8,170	
7000 OTHER OUTGO		100,000
<b>Total Transfer Fund 11</b>	<b>\$104,174</b>	<b>\$104,174</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
1000 ACADEMIC SALARIES	53,735	
2000 CLASSIFIED SALARIES		34,858
3000 EMPLOYEE BENEFITS		43,103
4000 SUPPLIES & MATERIALS		9,442
5000 OTHER OPERATING EXP & SERVICES		2,543
6000 CAPITAL OUTLAY	41,753	
7000 OTHER OUTGO		5,542
<b>Total Transfer Fund 12</b>	<b>\$95,488</b>	<b>\$95,488</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
1000 ACADEMIC SALARIES		6,631
3000 EMPLOYEE BENEFITS		1,449
4000 SUPPLIES & MATERIALS		1,700
5000 OTHER OPERATING EXP & SERVICES		11,850
6000 CAPITAL OUTLAY		100
7900 RESERVE FOR CONTINGENCIES	21,730	
<b>Total Transfer Fund 13</b>	<b>\$21,730</b>	<b>\$21,730</b>
<b><u>Fund 33: Child Development Fund</u></b>		
1000 ACADEMIC SALARIES	11,341	
2000 CLASSIFIED SALARIES		8,546
4000 SUPPLIES & MATERIALS		4,295
5000 OTHER OPERATING EXP & SERVICES		1,000
7900 RESERVE FOR CONTINGENCIES	2,500	
<b>Total Transfer Fund 33</b>	<b>\$13,841</b>	<b>\$13,841</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
4000 SUPPLIES & MATERIALS		624
6000 CAPITAL OUTLAY		232,269
7900 RESERVE FOR CONTINGENCIES	232,893	
<b>Total Transfer Fund 41</b>	<b>\$232,893</b>	<b>\$232,893</b>
<b><u>Fund 61: Property and Liability Fund</u></b>		
4000 SUPPLIES & MATERIALS		4,000
5000 OTHER OPERATING EXP & SERVICES	4,000	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 04/12/2018 To 05/02/2018  
Board Meeting on 05/14/2018**

**BACKGROUND**

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

**ANALYSIS**

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

**BUDGET TRANSFERS**

	<b>From</b>	<b>To</b>
<b>Total Transfer Fund 61</b>	<b>\$4,000</b>	<b>\$4,000</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>		
4000 SUPPLIES & MATERIALS	9,000	
5000 OTHER OPERATING EXP & SERVICES		23,970
7900 RESERVE FOR CONTINGENCIES	14,970	
<b>Total Transfer Fund 79</b>	<b>\$23,970</b>	<b>\$23,970</b>

**BUDGET INCREASES AND DECREASES**

	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8100 FEDERAL REVENUES	20,000	
8600 STATE REVENUES	5,473,464	
1000 ACADEMIC SALARIES		14,956
3000 EMPLOYEE BENEFITS		3,366
4000 SUPPLIES & MATERIALS		(2,974)
5000 OTHER OPERATING EXP & SERVICES		5,513,846
6000 CAPITAL OUTLAY		(22,082)
7000 OTHER OUTGO		(13,648)
<b>Total Transfer Fund 12</b>	<b>\$5,493,464</b>	<b>\$5,493,464</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
8900 OTHER FINANCING SOURCES	100,000	
8800 LOCAL REVENUES	3,100,000	
6000 CAPITAL OUTLAY		3,100,000
7900 RESERVE FOR CONTINGENCIES		100,000
<b>Total Transfer Fund 41</b>	<b>\$3,200,000</b>	<b>\$3,200,000</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>		
8600 STATE REVENUES	495,391	
7000 OTHER OUTGO		495,391
<b>Total Transfer Fund 74</b>	<b>\$495,391</b>	<b>\$495,391</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>		
8800 LOCAL REVENUES	10,350	
5000 OTHER OPERATING EXP & SERVICES		10,350
<b>Total Transfer Fund 79</b>	<b>\$10,350</b>	<b>\$10,350</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.

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

From 04/12/2018 To 05/02/2018

Board Meeting on 05/14/2018

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

**BUDGET TRANSFERS** From To

**Fund 11: General Fund Unrestricted**

<b>B023308</b>	<b>04/12/18</b>			
5000	OTHER OPERATING EXP & SERVICES		100,000	
7000	OTHER OUTGO			100,000
			<hr/>	<hr/>
<b>Total Reference B023308</b>			<b>\$100,000</b>	<b>\$100,000</b>
<b>Reason:</b> Adjustment				
<b>Description:</b> Tx fds for Dist Mailroom renovation prjct				

**Fund 12: General Fund Restricted**

<b>B023342</b>	<b>04/16/18</b>			
1000	ACADEMIC SALARIES		24,100	
2000	CLASSIFIED SALARIES			40,000
3000	EMPLOYEE BENEFITS			25,144
4000	SUPPLIES & MATERIALS		3,553	
5000	OTHER OPERATING EXP & SERVICES		19,001	
6000	CAPITAL OUTLAY		18,490	
			<hr/>	<hr/>
<b>Total Reference B023342</b>			<b>\$65,144</b>	<b>\$65,144</b>
<b>Reason:</b> Special Project Adjustment				
<b>Description:</b> Budget adjstmts:cover sal/benf's cred/debit not equal; incrs bdgt to match actual from State.				

**Fund 13: GF Unrestricted One-Time Funds**

<b>B023378</b>	<b>04/19/18</b>			
5000	OTHER OPERATING EXP & SERVICES			18,100
7900	RESERVE FOR CONTINGENCIES		18,100	
			<hr/>	<hr/>
<b>Total Reference B023378</b>			<b>\$18,100</b>	<b>\$18,100</b>
<b>Reason:</b> Adjustment				
<b>Description:</b> FY17/18 apprvd one-time award Pres Cabint travel exp's (5210) and student Travel for Model UN (5966)				

<b>B023400</b>	<b>04/24/18</b>			
5000	OTHER OPERATING EXP & SERVICES			660
7900	RESERVE FOR CONTINGENCIES		660	
			<hr/>	<hr/>
<b>Total Reference B023400</b>			<b>\$660</b>	<b>\$660</b>
<b>Reason:</b> Adjustment				
<b>Description:</b> FY 17/18 apprvd one-time award -President's Cabinet trvl exp				

<b>B023401</b>	<b>04/24/18</b>			
5000	OTHER OPERATING EXP & SERVICES			2,970
7900	RESERVE FOR CONTINGENCIES		2,970	
			<hr/>	<hr/>
<b>Total Reference B023401</b>			<b>\$2,970</b>	<b>\$2,970</b>
<b>Reason:</b> Adjustment				
<b>Description:</b> SCC Blg. D Stucco Repair				

**Fund 33: Child Development Fund**

<b>B023448</b>	<b>04/27/18</b>			
4000	SUPPLIES & MATERIALS			2,500
7900	RESERVE FOR CONTINGENCIES		2,500	
			<hr/>	<hr/>
<b>Total Reference B023448</b>			<b>\$2,500</b>	<b>\$2,500</b>
<b>Reason:</b> Adjustment				
<b>Description:</b> Fnd instruc supply acct:PJ1218 Cherie Ericson.EHS Oprtng 2017 overspent				

**Fund 41: Capital Outlay Projects Fund**

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

From 04/12/2018 To 05/02/2018

Board Meeting on 05/14/2018

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B023349</b>	<b>04/16/18</b>		
4000	SUPPLIES & MATERIALS	150	
6000	CAPITAL OUTLAY		201,508
7900	RESERVE FOR CONTINGENCIES	201,358	
<b>Total Reference B023349</b>		<b>\$201,508</b>	<b>\$201,508</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Funds continency/various		
<b>B023350</b>	<b>04/16/18</b>		
6000	CAPITAL OUTLAY		31,535
7900	RESERVE FOR CONTINGENCIES	31,535	
<b>Total Reference B023350</b>		<b>\$31,535</b>	<b>\$31,535</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Alloc fds to various objects budget deficient		
<b><u>Fund 79: Diversified Trust Fund</u></b>			
<b>B023362</b>	<b>04/19/18</b>		
5000	OTHER OPERATING EXP & SERVICES		13,320
7900	RESERVE FOR CONTINGENCIES	13,320	
<b>Total Reference B023362</b>		<b>\$13,320</b>	<b>\$13,320</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Fund other operating exp's:ELA		
<b>B023376</b>	<b>04/19/18</b>		
5000	OTHER OPERATING EXP & SERVICES		650
7900	RESERVE FOR CONTINGENCIES	650	
<b>Total Reference B023376</b>		<b>\$650</b>	<b>\$650</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Fund Athletics scorekeepers and operators		
<b>B023377</b>	<b>04/19/18</b>		
4000	SUPPLIES & MATERIALS		1,000
7900	RESERVE FOR CONTINGENCIES	1,000	
<b>Total Reference B023377</b>		<b>\$1,000</b>	<b>\$1,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Tx fds to OC-4610 to make needed purchases		

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B023327</b>	<b>04/13/18</b>		
8100	FEDERAL REVENUES	50,903	
5000	OTHER OPERATING EXP & SERVICES		40,500
6000	CAPITAL OUTLAY		10,403
<b>Total Reference B023327</b>		<b>\$50,903</b>	<b>\$50,903</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Purch add'l eqpt in CTEA pj with funds from PharmTech		
<b>B023337</b>	<b>04/13/18</b>		
8100	FEDERAL REVENUES	(50,903)	
6000	CAPITAL OUTLAY		(50,903)
<b>Total Reference B023337</b>		<b>\$(50,903)</b>	<b>\$(50,903)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Purch add'l eqpt in CTEA pj PharmTch fnds to FD&M.		

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

From 04/12/2018 To 05/02/2018

Board Meeting on 05/14/2018

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B023483</b>	<b>05/01/18</b>		
8600	STATE REVENUES	5,488,764	
5000	OTHER OPERATING EXP & SERVICES		5,488,764
<b>Total Reference B023483</b>		<b>\$5,488,764</b>	<b>\$5,488,764</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	#2225 StgWorkfrcePgm FY1718 Rnd 2 Yr1 incentv fnds-augmnt bgt.		
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B023306</b>	<b>04/12/18</b>		
8800	LOCAL REVENUES	3,100,000	
6000	CAPITAL OUTLAY		3,100,000
<b>Total Reference B023306</b>		<b>\$3,100,000</b>	<b>\$3,100,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Alloc fds to eqpt		
<b>B023307</b>	<b>04/12/18</b>		
8900	OTHER FINANCING SOURCES	100,000	
7900	RESERVE FOR CONTINGENCIES		100,000
<b>Total Reference B023307</b>		<b>\$100,000</b>	<b>\$100,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Tx fds for Dist Mailrm Renvtn Prj		
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
<b>B023465</b>	<b>04/30/18</b>		
8600	STATE REVENUES	104,607	
7000	OTHER OUTGO		104,607
<b>Total Reference B023465</b>		<b>\$104,607</b>	<b>\$104,607</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Tx fds to Stdnt Succs Grnt Acct		
<b>B023466</b>	<b>04/30/18</b>		
8600	STATE REVENUES	375,484	
7000	OTHER OUTGO		375,484
<b>Total Reference B023466</b>		<b>\$375,484</b>	<b>\$375,484</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Tx fds to FT Stdnt Succs Grnt (FTSSG)-SAC		

**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 14, 2018
Re:	Approval of Public Hearing – 2018/2019 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 2018/2019 fiscal year at the June 11, 2018 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 6<sup>th</sup> through June 8<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 10, 2018 Board of Trustees meeting.

**RECOMMENDATION**

It is recommended the Board of Trustees hold a public hearing on the 2018/2019 Tentative Budget at the meeting on June 11, 2018.

Fiscal Impact:	None	Board Date: May 14, 2018
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 14, 2018
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended March 31, 2018	
Action:	Request for Approval	

**BACKGROUND**

Pursuant to §58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the third quarter in fiscal year 2017-18 ended March 31, 2018.

**ANALYSIS**

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the nine months covered in this report, the District has recognized 69% of budgeted revenues and other financing sources and 68.1% of budgeted expenditures and other outgo in the unrestricted General Fund.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending March 31, 2018 as presented.

Fiscal Impact:	Not Applicable	Board Date: May 14, 2018
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	

California Community Colleges  
**QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q**  
 Fiscal Year 2017-2018

District: (870) Rancho Santiago Community College

Quarter Ended: March 31, 2018

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2014-15 Actual	FY 2015-16 Actual	FY 2016-17 Actual	FY 2017-18 Projected
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	149,635,311	188,116,801	176,493,320	177,479,613
Other Financing Sources (Objects 8900)	8,977	8,449	148,482	5,000
<b>Total Unrestricted Revenues</b>	<b>149,644,288</b>	<b>188,125,250</b>	<b>176,641,802</b>	<b>177,484,613</b>
<b>Expenditures:</b>				
(Objects 1000-6000)	148,614,551	160,363,539	168,922,219	178,905,006
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,379,302	16,744,553	9,399,551	2,380,990
<b>Total Unrestricted Expenditures</b>	<b>150,993,853</b>	<b>177,108,092</b>	<b>178,321,770</b>	<b>181,285,996</b>
<b>Revenues Over(Under)Expenditures</b>	<b>(1,349,565)</b>	<b>11,017,158</b>	<b>(1,679,968)</b>	<b>(3,801,383)</b>
<b>Fund Balance, Beginning</b>	<b>27,266,692</b>	<b>25,917,127</b>	<b>36,934,285</b>	<b>35,254,317</b>
Prior Year Adjustments + (-)	0	0	0	0
<b>Adjusted Fund Balance, Beginning</b>	<b>27,266,692</b>	<b>25,917,127</b>	<b>36,934,285</b>	<b>35,254,317</b>
<b>Fund Balance, Ending</b>	<b>25,917,127</b>	<b>36,934,285</b>	<b>35,254,317</b>	<b>31,452,934</b>
% of GF Balance to GF Expenditures	17.2%	20.9%	19.8%	17.3%

II. Annualized Attendance FTES:

Annualized FTES	2014-15	2015-16	2016-17	2017-18
(Excluding apprentices and non-residents)	28,908	28,901	27,517	29,174

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2014-15	2015-16	2016-17	2017-18
General Fund Cash Balance (Excluding Borrowed Funds)	59,198,222	55,624,381	79,041,799	81,467,083

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	177,359,213	177,479,613	122,420,647	69.0%
Other Financing Sources (Objects 8900)	5,000	5,000	0	0.0%
<b>Total Unrestricted Revenues</b>	<b>177,364,213</b>	<b>177,484,613</b>	<b>122,420,647</b>	<b>69.0%</b>
<b>Expenditures:</b>				
Unrestricted General Fund Expenditures (Objects 1000-6000)	179,663,468	181,107,738	122,914,590	67.9%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,750,000	2,380,990	2,130,949	89.5%
<b>Total Unrestricted Expenditures</b>	<b>181,413,468</b>	<b>183,488,728</b>	<b>125,045,539</b>	<b>68.1%</b>
<b>Revenues Over(Under) Expenditures</b>	<b>(4,049,255)</b>	<b>(6,004,115)</b>	<b>(2,624,892)</b>	
Adjusted Fund Balance, Beginning	35,254,317	35,254,317	35,254,317	
<b>Fund Balance, Ending</b>	<b>31,205,062</b>	<b>29,250,202</b>	<b>32,629,425</b>	
% of UGF Fund Balance to UGF Expenditures	17.2%	15.9%		

V. Has the district settled any employee contracts during this quarter? YES  NO   
 If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

**SALARIES**

Contract Period Settled (Specify)	Management/Confidential		Academic**		Classified	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
2017-18					1,064,189	2%
Year 2						
Year 3						

\*As specified in Collective Bargaining Agreement.

**BENEFITS**

Contract Period Settled (Specify)	Management/Confidential		Academic		Classified	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
2017-18					1,053,960	
Year 2						
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

The district intends to fund the salary and benefit increases with reserves from COLA and fund balance.

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES  NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES  NO

Next Year?

YES  NO

**CERTIFICATION**

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

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

\_\_\_\_\_  
 District Chief Executive Officer Date

Quarter Ended: March 31, 2018

Governing Board Meeting Date: May 14, 2018

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Quarterly Investment Report as of March 31, 2018	
Action:	For Information	

**BACKGROUND**

The Quarterly Investment Report for the quarter ended March 31, 2018 is submitted in accordance with §53646(b) of Title 5 of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

**ANALYSIS**

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of March 31, 2018 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended March 31, 2018, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" and Performance Report for the period ending March 31, 2018.

All investments for the quarter ended March 31, 2018 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

**RECOMMENDATION**

The quarterly investment report as of March 31, 2018 is presented as information.

Fiscal Impact:	None	Board Date: May 14, 2018
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**  
**Statement of Cash**  
**March 31, 2018**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	61,527,283	1.37%	Jan - Mar	19.17%
Bond Sinking Funds	24,805,790	1.37%	Jan - Mar	7.73%
All Other Funds	232,741,493	1.37%	Jan - Mar	72.52%
Local Agency Investment Fund (LAIF)	154,246	1.51%	Jan - Mar	0.05%
Revolving Fund, Refundable Deposits and Cash in Banks	1,710,199	0.00%	Jan - Mar	0.53%
	<u>320,939,011</u>			<u>100.00%</u>

## Rancho Santiago Community College District

### Cash Position

March 31, 2018

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 912X	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12 & 13)	1	11/12/13	80,818,658				548,425	100,000			81,467,083
Child Development Fund	12	33	1,547,085				109,775				1,656,860
Bond Fund Measure Q	23	43	61,527,283								61,527,283
Bond Int & Red Fund	31	21-24				24,805,790					24,805,790
Capital Outlay Projects Fund	40	41	78,214,525				5,396				78,219,921
Workers' Compensation Fund	68	62	8,900,020						40,000		8,940,020
Property and Liability Fund	70	61	4,511,304						25,000		4,536,304
Retiree Benefits Fund	71	63	57,599,627							154,246	57,753,873
Student Financial Aid	74	74	1,138,498	11,776			881,603				2,031,877
<b>Totals</b>			<b>294,257,000</b>	<b>11,776</b>	<b>-</b>	<b>24,805,790</b>	<b>1,545,199</b>	<b>100,000</b>	<b>65,000</b>	<b>154,246</b>	<b>320,939,011</b>

4.5 (3)



OFFICE OF THE TREASURER-TAX COLLECTOR  
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM




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**INTERDEPARTMENTAL COMMUNICATION**

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**Date:** April 17, 2018

**To:** Supervisor Andrew Do, Chairman  
Supervisor Shawn Nelson, Vice-Chairman  
Supervisor Michelle Steel  
Supervisor Todd Spitzer  
Supervisor Lisa Bartlett

**From:** Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM 

**Subject:** Treasurer's Investment Report for the Month Ended March 31, 2018

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Attached please find the Treasurer's Investment Report for the County of Orange for the month ended March 31, 2018. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information including charts on fund composition and the top ten pool participants. This report is also publicly available on our website at [ocgov.com/ocinvestments](http://ocgov.com/ocinvestments).

**INVESTMENT POOL COMPOSITION**

The investments contained within this report are as of March 31, 2018. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool (OCIP) that includes the Voluntary Participants' funds, the Orange County Educational Investment Pool (OCEIP), the John Wayne Airport Investment Fund and various other non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds. The County's IPS was certified by the California Municipal Treasurers Association (CMTA) on March 20, 2018 for meeting the standards set forth by CMTA.

The County Treasurer established three Money Market Funds, the Orange County Money Market Fund, the Orange County Educational Money Market Fund, and the John Wayne Airport Investment Fund, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, on March 6, 2017, reaffirmed their highest rating of AAAm on the Orange County and the Educational Money Market Funds. The County Treasurer also established the Extended Fund that is invested to meet cash needs between one and five years out. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Orange County Educational Investment Pool is comprised of the Orange County Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the Orange County and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 46 and 49, respectively. The maximum maturity of investments for the John Wayne Airport Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 86. The maximum maturity of the Extended Fund is five years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.31), and the duration is currently at 1.12. The investments in all of the funds are marked to market daily to determine the value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

**ECONOMIC UPDATE**

In March 2018, the job market added 103,000 new jobs, and February's job numbers were revised upward by 13,000 to 326,000. The U.S. unemployment rate for March remained unchanged at 4.1%. The U.S. Gross Domestic Product fourth

quarter rate increased from the prior reported rate of 2.5% to 2.9%. The Empire State Manufacturing Index increased to 22.5 from 13.1 in February, while the Philadelphia Fed Index decreased to 22.3 from 25.8 in February. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. With respect to housing, S&P/CaseShiller reported that housing prices continue to show positive momentum as year-over-year prices increased for the sixty-ninth consecutive month in January, up 6.18% from a year ago. The index for pending home sales decreased 4.4% on a year-over-year basis in February. On March 21, 2018, the Federal Open Markets Committee (FOMC) raised the benchmark Federal Funds rate by 0.25 percent resulting in a new target range of 1.50 percent to 1.75 percent.

The 10-year Treasury rate fell from 2.87% in February to 2.74% in March. The short-term 90-day T-bill ended the month at 1.73%, up from 1.65% in February. The rate on the 2-year Treasury note was 2.27% at the end of March, up from 2.25% in February.

#### **INVESTMENT INTEREST YIELDS AND FORECAST**

The current gross interest yield year-to-date for fiscal year 2017/2018 is 1.20% for both the OCIP and the OCEIP. The current net yield for fiscal year 2017/2018 for both OCIP and OCEIP is 1.14%. The revised forecasted gross and net yields for fiscal year 2017/2018 for both OCIP and OCEIP are 1.24% and 1.18%, respectively.

#### **APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS**

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the month following. The March 2018 interest earnings are expected to be paid in May 2018. The investment administrative fee for fiscal year 2017/2018 is estimated at 6.0 basis points.

#### **TEMPORARY TRANSFERS**

The County Treasurer, as required by Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 15-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. There are no temporary transfers outstanding as of March 31, 2018.

#### **PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS**

Under guidelines outlined in the current IPS, the County Treasurer may invest in "A" or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of individual pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$551 million in County of Orange debt, which represents approximately 5.9% of total pooled assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

#### **COMPLIANCE SUMMARY**

The investment portfolios had no compliance exceptions for the month of March 2018. The Auditor-Controller issued their report on Review of the Schedule of Assets Held by the County Treasury (Schedule) as of September 30, 2017 stating that they were not aware of any material modification that should be made to the Schedule prepared on a modified cash-basis of accounting except for the omission of all disclosures. The County Treasurer's current practice is to prepare all required disclosures only in the Schedule for each fiscal year-end and not for the quarterly reviews. Finally, the Auditor-Controller issued their report on Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended December 31, 2017, which stated that no instances of noncompliance were identified.

#### **CREDIT UPDATE**

During March there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pooled and non-pooled investments as of March 31, 2018 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on November 14, 2017. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

4.5 (5)



**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**SUMMARY OF INVESTMENT DATA**

**INVESTMENT TRENDS**

	MARCH 2018	FEBRUARY 2018	INCREASE (DECREASE)	NET CHANGE %	MARCH 2017	INCREASE (DECREASE)	NET CHANGE %
<b><u>Orange County Investment Pool (OCIP)</u></b>							
End Of Month Market Value <sup>1</sup>	\$ 4,710,391,312	\$ 4,636,281,080	\$ 74,110,232	1.60%	\$ 4,618,257,699	\$ 92,133,613	1.99%
End Of Month Book Value <sup>1</sup>	\$ 4,731,135,231	\$ 4,657,503,841	\$ 73,631,390	1.58%	\$ 4,625,013,477	\$ 106,121,754	2.29%
Monthly Average Balance	\$ 4,567,508,436	\$ 4,521,249,420	\$ 46,259,016	1.02%	\$ 4,268,775,988	\$ 298,732,448	7.00%
Year-To-Date Average Balance	\$ 4,360,844,485	\$ 4,335,011,492	\$ 25,832,994	0.60%	\$ 4,017,941,038	\$ 342,903,447	8.53%
Monthly Accrued Earnings <sup>3</sup>	\$ 5,430,359	\$ 4,923,407	\$ 506,952	10.30%	\$ 3,303,437	\$ 2,126,922	64.39%
Monthly Net Yield <sup>3</sup>	1.34%	1.36%	-0.03%	-1.83%	0.85%	0.49%	58.34%
Year-To-Date Net Yield <sup>3</sup>	1.14%	1.11%	0.03%	2.42%	0.76%	0.38%	50.49%
Annual Estimated Gross Yield <sup>4</sup>	1.24%	1.24%	0.00%	0.00%	0.87%	0.37%	42.86%
Weighted Average Maturity (WAM)	301	313	(12)	-3.83%	333	(32)	-9.61%
<b><u>Orange County Educational Investment Pool (OCEIP)</u></b>							
End Of Month Market Value <sup>1</sup>	\$ 4,557,670,951	\$ 4,681,617,960	\$ (123,947,009)	-2.65%	\$ 4,277,435,171	\$ 280,235,780	6.55%
End Of Month Book Value <sup>1</sup>	\$ 4,580,244,594	\$ 4,704,350,049	\$ (124,105,455)	-2.64%	\$ 4,284,742,978	\$ 295,501,616	6.90%
Monthly Average Balance <sup>2</sup>	\$ 4,697,032,453	\$ 4,822,854,870	\$ (125,822,417)	-2.61%	\$ 4,072,422,938	\$ 624,609,515	15.34%
Year-To-Date Average Balance <sup>2</sup>	\$ 4,544,437,545	\$ 4,525,363,182	\$ 19,074,363	0.42%	\$ 4,000,160,993	\$ 544,276,552	13.61%
Monthly Accrued Earnings <sup>3</sup>	\$ 5,664,112	\$ 5,299,430	\$ 364,682	6.88%	\$ 3,296,030	\$ 2,368,082	71.85%
Monthly Net Yield <sup>3</sup>	1.35%	1.35%	0.00%	0.15%	0.89%	0.47%	52.65%
Year-To-Date Net Yield <sup>3</sup>	1.14%	1.11%	0.03%	2.52%	0.76%	0.38%	50.33%
Annual Estimated Gross Yield <sup>4</sup>	1.24%	1.24%	0.00%	0.00%	0.87%	0.37%	41.76%
Weighted Average Maturity (WAM) <sup>5</sup>	323	324	(1)	-0.31%	375	(52)	-13.87%

<sup>1</sup> Market values provided by Bloomberg and Northern Trust. The OCIP and OCEIP market values in February 2018 and March 2018 are slightly lower than book values due to the recent Federal Reserve short-term rate increases, but both have a net asset value of 1.00 and have sufficient liquidity to meet projected cash flow needs.

<sup>2</sup> OCEIP monthly average balance and year-to-date average balance were higher than the prior year primarily due to the proceeds of school bond issuances totaling \$389M being received late in March 2017, plus a current year increase in school districts secured tax apportionments of \$227 million.

<sup>3</sup> In March 2018, the OCIP monthly accrued earnings were higher than prior month primarily due to the Federal Reserve short-term rate increase of 0.25% in March 2018 and a higher pool balance from incoming secured property tax receipts. OCIP and OCEIP monthly accrued earnings, monthly net yields and year-to-date net yields were higher than the prior year primarily due to the three increases in the Federal Reserve short-term rates totaling 0.75% since March 31, 2017.

<sup>4</sup> The OCIP and OCEIP annual estimated gross yields for March 2017 are reported at the actual annual gross yields for FY 16/17, and their annual estimated gross yields for March 2018 are reported at the revised gross yield forecast of 1.24%. The OCIP and OCEIP annual estimated gross yields for FY 17/18 are higher than FY 16/17 primarily due to increases in the Federal Reserve short-term rates of 0.75% since March 31, 2017.

<sup>5</sup> The OCEIP WAMs in March 2018 were lower than in March 2017 primarily from purchases of shorter-term securities in the Extended Fund that added more value due to the flattening of the yield curve.

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POOL STATISTICS**  
 FOR THE MONTH AND QUARTER ENDED: March 31, 2018

**INVESTMENT STATISTICS - By Investment Pool<sup>(1)</sup>**

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 3/31/2018	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<b>COMBINED POOL BALANCES</b> (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$ 4,710,391,312	301	1.47%	1.40%	1.35%	1.00
	COST (Capital) \$ 4,735,313,095					
	MONTHLY AVG Balance \$ 4,567,508,436					
	QUARTERLY AVG Balance \$ 4,587,825,752					
	BOOK Value \$ 4,731,135,231					
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 4,557,670,951	323	1.47%	1.41%	1.37%	1.00
	COST (Capital) \$ 4,585,181,848					
	MONTHLY AVG Balance \$ 4,697,032,453					
	QUARTERLY AVG Balance \$ 4,878,623,932					
	BOOK Value \$ 4,580,244,594					

**INVESTMENT STATISTICS - Non-Pooled Investments<sup>(2)</sup>**

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY SPECIFIC INVESTMENTS
<b>Specific Investment</b>		
<b>Funds:</b>	MARKET Value \$ 100,989,670	John Wayne Airport Investment Fund 45,951,560
283, 505, FVSD, CCCD	COST (Capital) \$ 101,686,858	Fountain Valley School District Fund 40 34,810,654
	MONTHLY AVG Balance \$ 103,677,213	Repurchase Agreement 1,081,500
	QUARTERLY AVG Balance \$ 96,878,829	CCCD Series 2017E Bonds 19,843,144
	BOOK Value \$ 101,629,550	
		\$ 101,686,858

**MONTH END TOTALS**

INVESTMENTS & CASH		FUND ACCOUNTING & SPECIFIC INVESTMENTS	
<b>COUNTY MONEY MARKET FUND (OCMMF)</b>			
County Money Market Fund	\$ 1,464,606,132	OCIP	\$ 4,804,890,655
County Cash	69,577,560	OCEIP	4,616,622,981
<b>EXTENDED FUND</b>	6,707,149,827	Specific Investment Funds	101,686,858
<b>EDUCATIONAL MONEY MARKET FUND (OCEMMF)</b>			
Educational Money Market Fund	1,148,738,984	Non-Pooled Cash	22,897,829
Educational Cash	31,441,133		
<b>NON-POOLED INVESTMENTS</b>			
Non-Pooled Investments @ Cost	101,686,858		
Non-Pooled Cash	22,897,829		
	\$ 9,546,098,322		\$ 9,546,098,322

**KEY POOL STATISTICS**

INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
OCMMF - MONTHLY GROSS YIELD	1.41%	OCMMF	46
OCEMMF - MONTHLY GROSS YIELD	1.48%	OCEMMF	49
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	1.54%	JOHN WAYNE AIRPORT WAM	86
OCIP - YTD NET YIELD <sup>(3)</sup>	1.14%	LGIP WAM (Standard & Poors)	38
OCEIP - YTD NET YIELD <sup>(3)</sup>	1.14%		
90-DAY T-BILL YIELD - MONTHLY AVERAGE	1.70%		

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POOL STATISTICS**  
**FOR THE MONTH AND QUARTER ENDED: March 31, 2018**

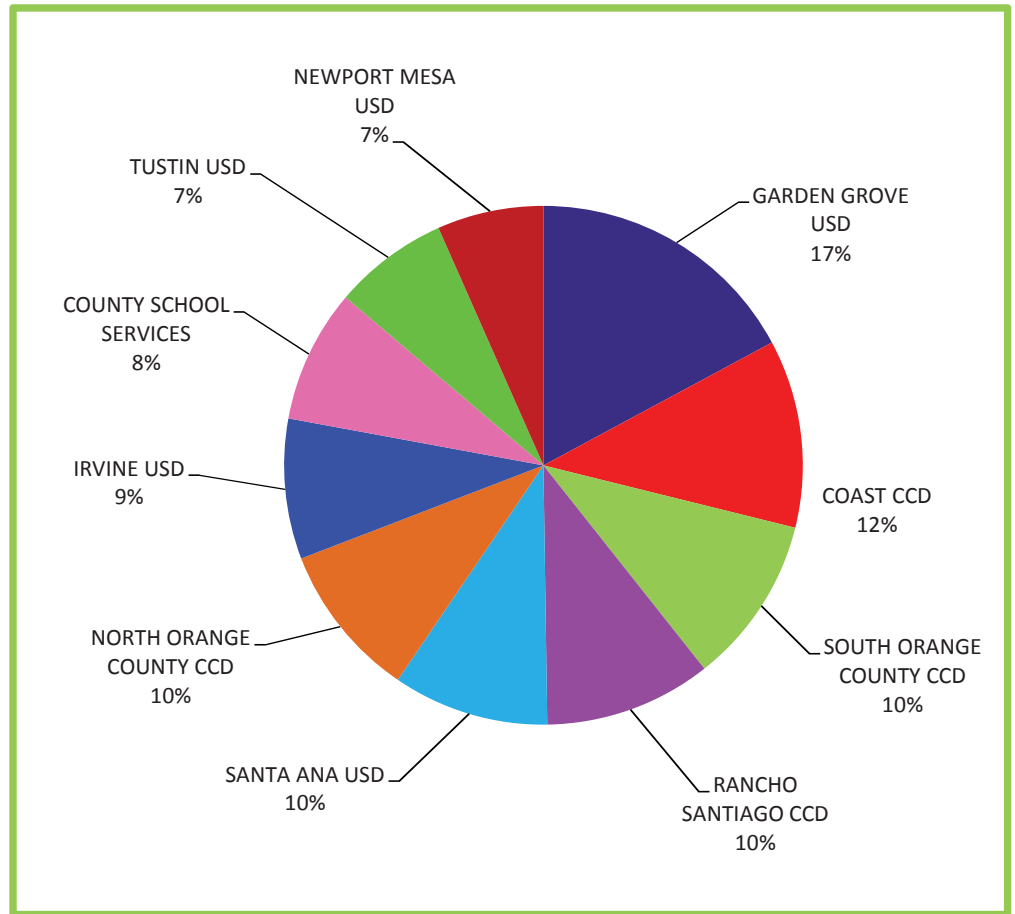
**INVESTMENT STATISTICS - By Investment Fund<sup>(4)</sup>**

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 3/31/2018	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 1,466,459,327	46	1.55%	1.41%	1.31%	1.00
	COST (Capital) \$ 1,464,606,132					
	MONTHLY AVG Balance \$ 1,299,857,979					
	QUARTERLY AVG Balance \$ 1,394,999,237					
	BOOK Value \$ 1,465,655,752					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 1,149,359,827	49	1.57%	1.48%	1.38%	1.00
	COST (Capital) \$ 1,148,738,984					
	MONTHLY AVG Balance \$ 1,260,589,588					
	QUARTERLY AVG Balance \$ 1,563,746,945					
	BOOK Value \$ 1,149,294,104					
<u>Extended Fund</u>	MARKET Value \$ 6,652,243,109	415	1.43%	1.40%	1.37%	0.99
	COST (Capital) \$ 6,707,149,827					
	MONTHLY AVG Balance \$ 6,704,093,322					
	QUARTERLY AVG Balance \$ 6,507,703,502					
	BOOK Value \$ 6,696,429,969					
<b>ALLOCATION OF EXTENDED FUND</b>						
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 3,243,931,985	415	1.43%	1.40%	1.37%	0.99
	COST (Capital) \$ 3,270,706,963					
	MONTHLY AVG Balance \$ 3,267,650,457					
	QUARTERLY AVG Balance \$ 3,192,826,515					
	BOOK Value \$ 3,265,479,479					
<i>OCEIP Share</i>	MARKET Value \$ 3,408,311,124	415	1.43%	1.40%	1.37%	0.99
	COST (Capital) \$ 3,436,442,864					
	MONTHLY AVG Balance \$ 3,436,442,865					
	QUARTERLY AVG Balance \$ 3,314,876,987					
	BOOK Value \$ 3,430,950,490					
<i>Modified Duration</i>						1.12

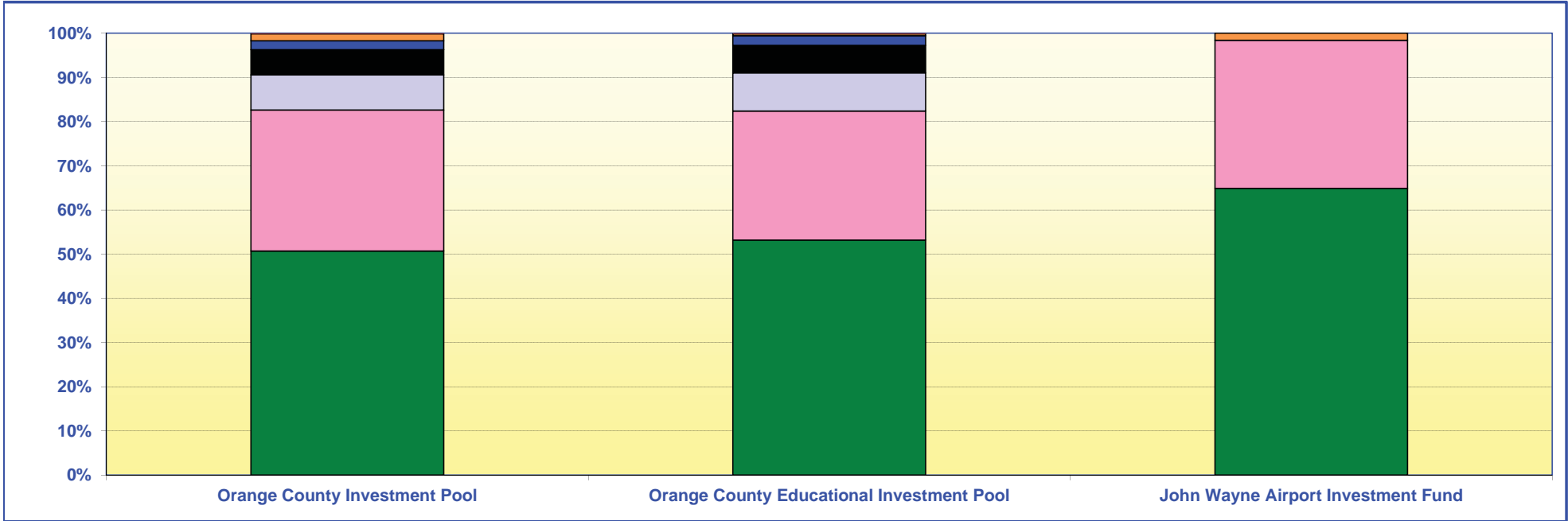
- (1) The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- (2) Specific non-pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.
- (3) The Net Yield differs from the Monthly Gross Yield as it includes the Treasury administrative fees.
- (4) Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value. The Extended Fund Market Value is lower than Book Value causing the NAV to be lower than 1.00 due to the four Federal Reserve short-term rate increases of 1.00% since 2017. When the Extended Fund is combined with the OCMMF and OCEMMF, both OCIP and OCEIP have a NAV of 1.00.

## ORANGE COUNTY EDUCATIONAL INVESTMENT POOL TOP TEN POOL PARTICIPANTS AS OF MARCH 31, 2018

DISTRICT #	SCHOOL DISTRICT	BALANCE
72	GARDEN GROVE USD	\$ 505,859,109
90	COAST CCD	345,422,148
96	SOUTH ORANGE COUNTY CCD	309,009,601
92	RANCHO SANTIAGO CCD	306,826,067
84	SANTA ANA USD	287,115,256
88	NORTH ORANGE COUNTY CCD	284,788,133
75	IRVINE USD	257,527,683
94	COUNTY SCHOOL SERVICES	245,188,317
87	TUSTIN USD	211,553,708
78	NEWPORT MESA USD	195,326,578
<b>TOTAL</b>		<b>\$ 2,948,616,600</b>



**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**BY INVESTMENT TYPE - By Percentage Holdings**  
**March 31, 2018**



Orange County Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,389,153	50.72%
U. S. TREASURIES	1,503,250	31.91%
MEDIUM-TERM NOTES	373,241	7.92%
MUNICIPAL DEBT	268,684	5.70%
CERTIFICATES OF DEPOSIT	96,680	2.05%
MONEY MARKET MUTUAL FUNDS	71,504	1.53%
LOCAL AGENCY INVESTMENT FUND	7,879	0.17%
	<u>\$ 4,710,391</u>	<u>100.00%</u>

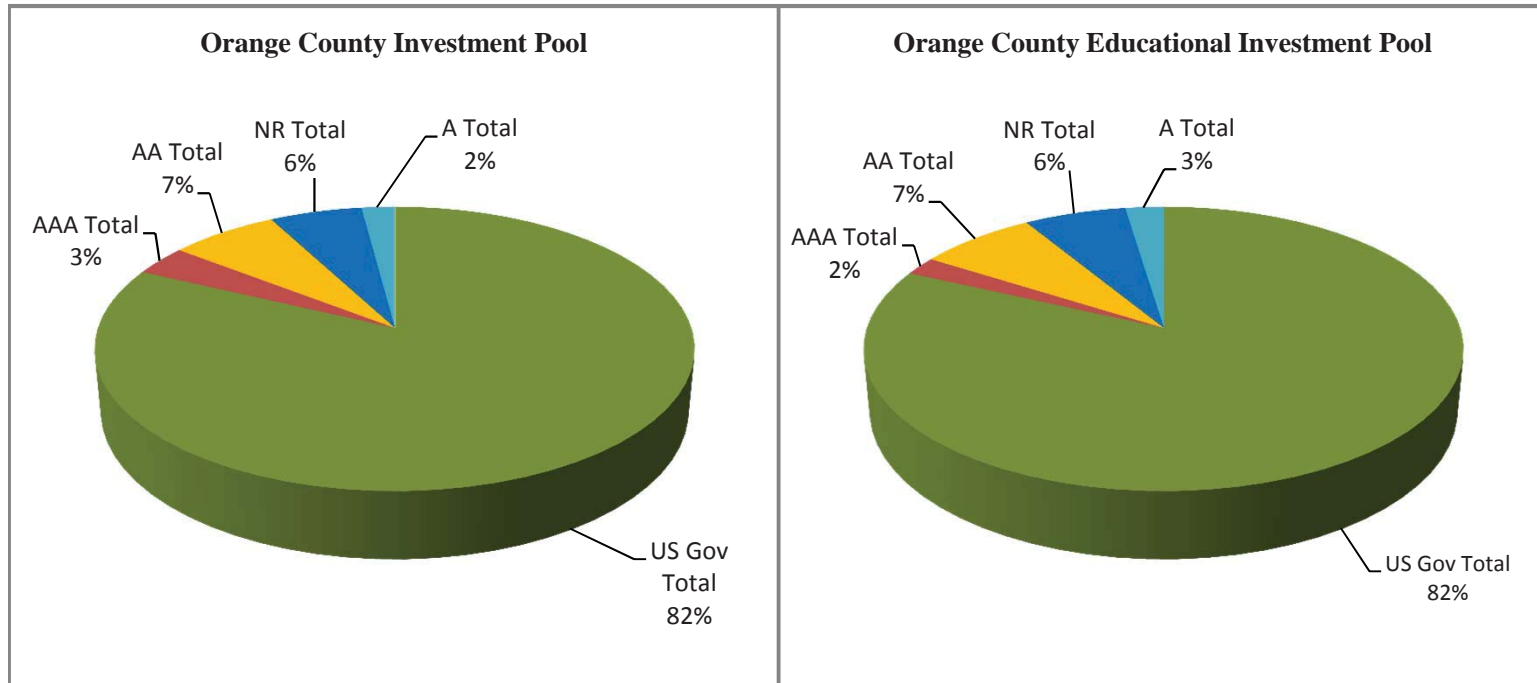
Orange County Educational Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,423,691	53.18%
U. S. TREASURIES	1,331,847	29.22%
MEDIUM-TERM NOTES	392,739	8.63%
MUNICIPAL DEBT	282,298	6.19%
CERTIFICATES OF DEPOSIT	101,579	2.22%
MONEY MARKET MUTUAL FUNDS	17,238	0.38%
LOCAL AGENCY INVESTMENT FUND	8,279	0.18%
	<u>\$ 4,557,671</u>	<u>100.00%</u>

John Wayne Airport Investment Fund		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 29,830	64.90%
U. S. TREASURIES	15,382	33.47%
MONEY MARKET MUTUAL FUNDS	751	1.63%
	<u>\$ 45,963</u>	<u>100.00%</u>

Calculated Using Market Value at 3/31/2018

4.5 (10)

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**CREDIT QUALITY BY MARKET VALUE**  
 March 31, 2018



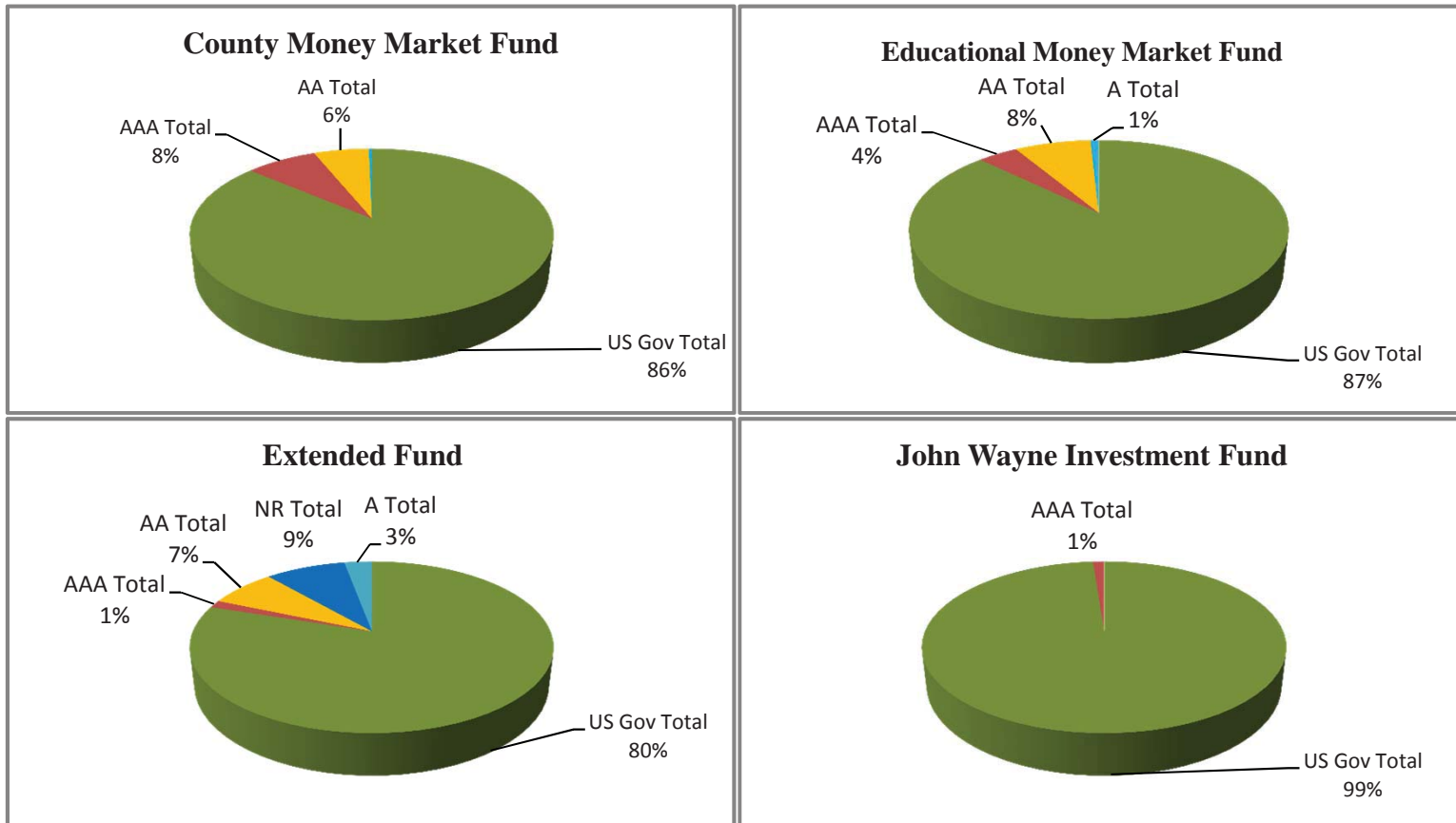
*US GOV Includes Agency & Treasury Debt*

*AA includes AA+, AA-, & AA*

*A includes A+, A-, & A*

*NR Includes LAIF and Orange County Pension Obligation Bonds*

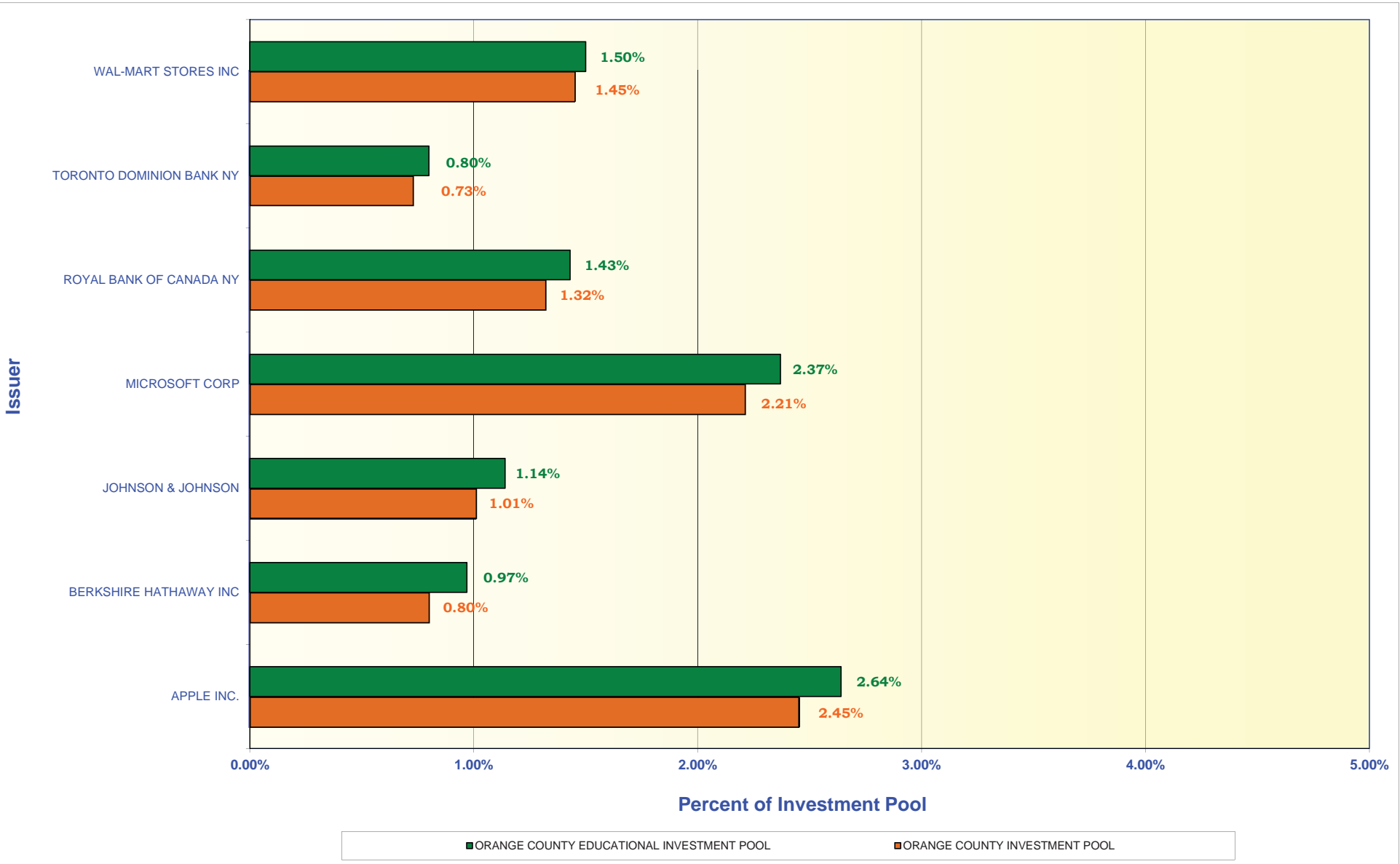
**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**CREDIT QUALITY BY MARKET VALUE**  
 March 31, 2018



*US GOV Includes Agency & Treasury Debt*  
*AA includes AA+, AA-, & AA*  
*A includes A+, A-, & A*  
*NR Includes LAIF and Orange County Pension Obligation Bonds*

4.5 (12)

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**MEDIUM-TERM NOTES / CERTIFICATES OF DEPOSIT**  
**ISSUER CONCENTRATION-By Investment Pool**  
 March 31, 2018



4.5 (13)



# ORANGE COUNTY TREASURER-TAX COLLECTOR

## APPROVED ISSUER LIST - OCIP, OCEIP, and JWA

March 31, 2018

ISSUER	S/T RATINGS			L/T RATINGS		
	S&P	Moody's	Fitch	S&P	Moody's	Fitch
<b>U.S. TREASURY SECURITIES</b>						
U.S. GOVERNMENT	A-1+	P-1	F1+	AA+	Aaa	AAA
<b>U.S. GOVERNMENT AGENCY SECURITIES</b>						
FEDERAL NATIONAL MORTGAGE ASSOCIATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN MORTGAGE CORPORATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN BANKS	A-1+	P-1	NR	AA+	Aaa	NR
FEDERAL FARM CREDIT BANKS	A-1+	P-1	F1+	AA+	Aaa	AAA
<b>MEDIUM-TERM NOTES</b>						
APPLE INC	A-1+	P-1	NR	AA+	Aa1	NR
JOHNSON & JOHNSON	A-1+	P-1	F1+	AAA	Aaa	AAA
MICROSOFT CORPORATION	A-1+	P-1	F1+	AAA	Aaa	AA+
WAL-MART STORES INC	A-1+	P-1	F1+	AA	Aa2	AA
BERKSHIRE HATHAWAY INC *	A-1+	P-1	NR	AA	Aa2	A+
<i>BERKSHIRE HATHAWAY FINANCE *</i>	NR	NR	NR	NR	Aa2	A+
<b>ISSUERS ON HOLD</b>						
ROYAL BANK OF CANADA NY (JULY, 2016) **	A-1+	P-1	F1+	AA-	A1	AA
TORONTO DOMINION BANK NY (MARCH, 2017) ***	A-1+	P-1	F1+	AA-	Aa2	AA-
<b>MUNICIPAL BONDS</b>						
ORANGE CNTY CA PENSION OBLG 2017 A	NR	NR	NR	NR	NR	NR
ORANGE CNTY CA PENSION OBLG 2018 A	NR	NR	NR	NR	NR	NR
<b>STATE POOL - LOCAL AGENCY INVESTMENT FUND</b>						
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
<b>MONEY MARKET MUTUAL FUNDS ****</b>						
NAME OF FUND	S & P		Moody's		Fitch	
INVESCO GOVERNMENT & AGENCY SHORT-TERM INVESTMENTS TRUST (AIM)	AAAm		Aaa-mf		AAAmmf	
GOLDMAN SACHS FINANCIAL SQUARE GOVT FUND	AAAm		Aaa-mf		NR	
MORGAN STANLEY INSTITUTIONAL LIQUIDITY FUNDS - GOVT	AAAm		Aaa-mf		NR	
NORTHERN INSTITUTIONAL TREASURY PORTFOLIO	AAAm		NR		NR	

\* Further purchase restrictions apply due to Investment Policy Statement rating limits.

\*\* Moody's downgraded its L/T Rating from Aa3 to A1 on May 10, 2017 and kept the issuer rating Outlook on Negative. On Negative Outlook (S&P - June 6, 2016).

\*\*\* Moody's downgraded its L/T Rating from Aa1 to Aa2 on May 10, 2017 and kept the issuer rating Outlook on Negative.

\*\*\*\* All money market funds are institutional money market funds investing in debt issued or guaranteed by the U.S. Government and its agencies.

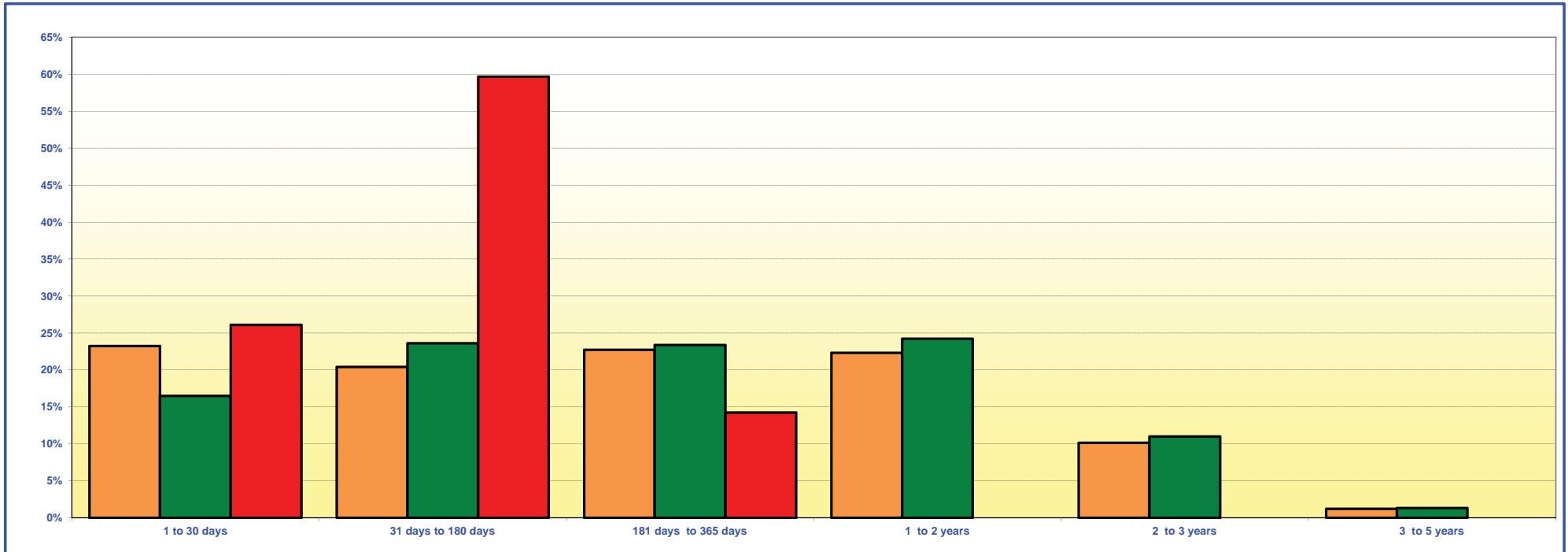
**Orange County Treasurer-Tax Collector  
Changes in Approved Issuer's List  
For the Month Ended March 31, 2018**

During March there were no changes to the Treasurer's Approved Issuer List.

An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

# ORANGE COUNTY TREASURER - TAX COLLECTOR MATURITIES DISTRIBUTION

March 31, 2018



ORANGE COUNTY INVESTMENT POOL		
	In Thousands <sup>1,2</sup>	%
1 TO 30 DAYS	\$ 1,099,984	23.23%
31 TO 180 DAYS	966,212	20.40%
181 TO 365 DAYS	1,075,687	22.71%
1 YEAR TO 2 YEARS	1,056,989	22.32%
2 YEARS TO 3 YEARS	480,620	10.15%
3 YEARS TO 5 YEARS	56,567	1.19%
<b>TOTAL</b>	<b>\$ 4,736,059</b>	<b>100.00%</b>

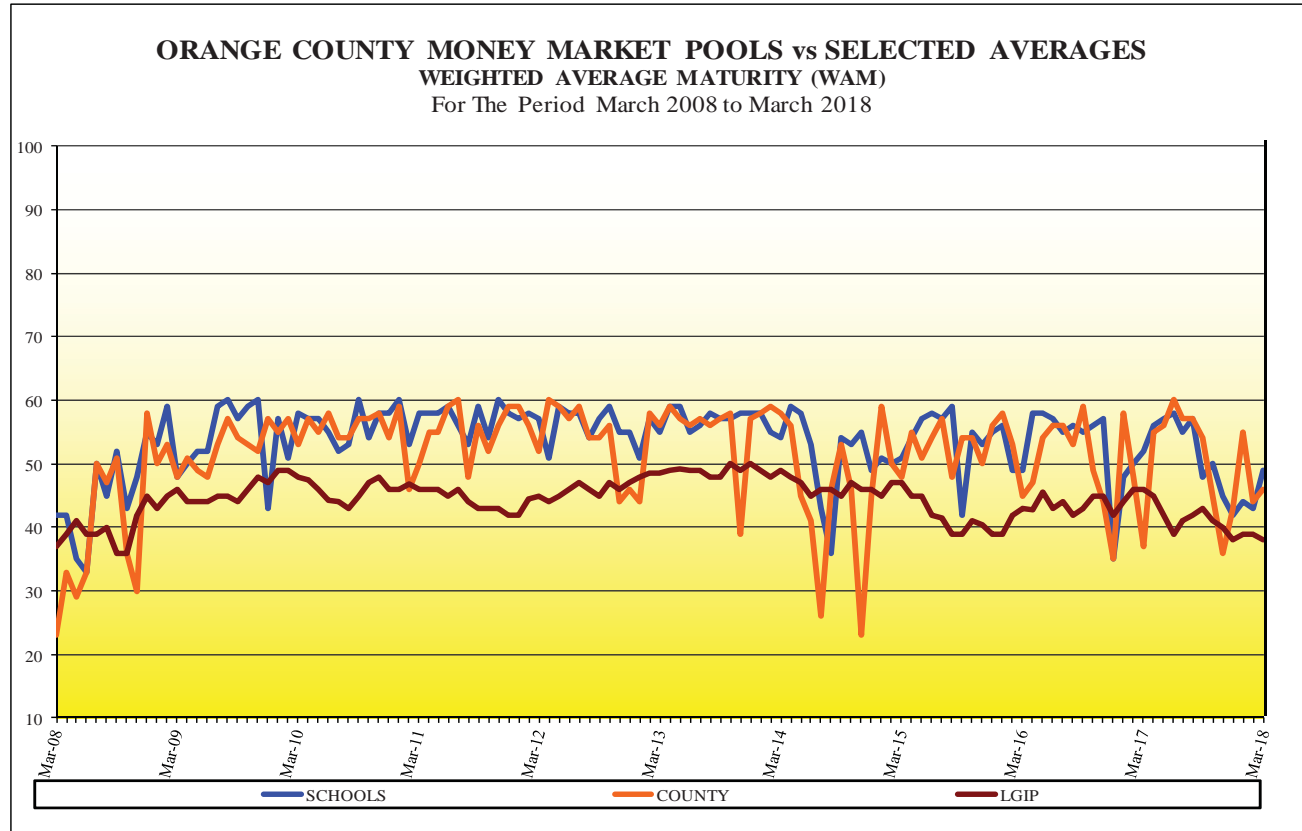
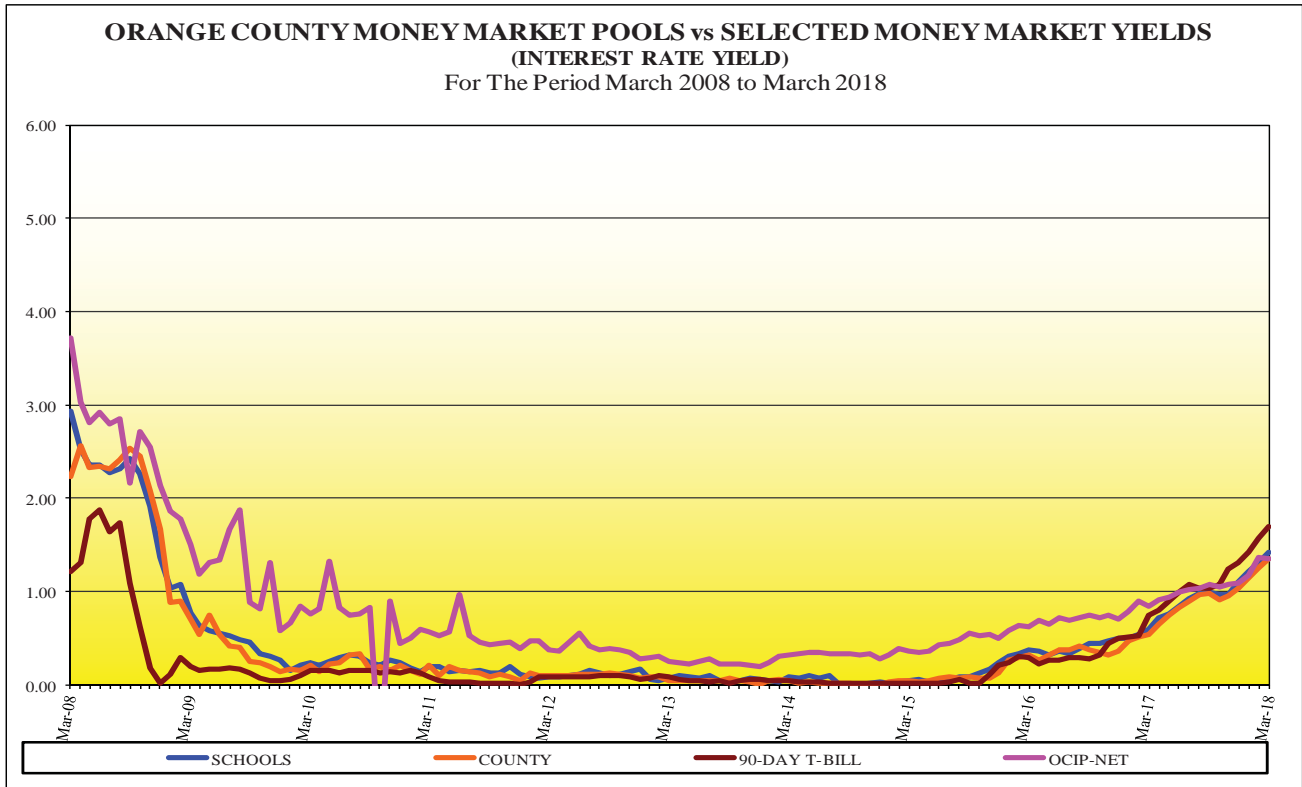
ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands <sup>1,2</sup>	%
1 TO 30 DAYS	\$ 755,739	16.49%
31 TO 180 DAYS	1,082,277	23.61%
181 TO 365 DAYS	1,070,817	23.36%
1 YEAR TO 2 YEARS	1,110,549	24.23%
2 YEARS TO 3 YEARS	504,975	11.01%
3 YEARS TO 5 YEARS	59,433	1.30%
<b>TOTAL</b>	<b>\$ 4,583,790</b>	<b>100.00%</b>

JOHN WAYNE AIRPORT INVESTMENT FUND		
	In Thousands <sup>1,2</sup>	%
1 TO 30 DAYS	\$ 11,991	26.08%
31 TO 180 DAYS	27,440	59.68%
181 TO 365 DAYS	6,545	14.24%
1 YEAR TO 5 YEARS	-	0.00%
<b>TOTAL</b>	<b>\$ 45,976</b>	<b>100.00%</b>

1 Maturity Limits are calculated using face value. All final maturities are in compliance with the IPS during March.

2 Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. The Orange County Investment Pool, Orange County Educational Investment Pool and JWA Investment Fund did not hold any Floating Rate Notes as of 3/31/2018.

4.5 (16)



•For the Month Ended March 31, 2018, S&P LGIP – 1.43; S&P LGIP WAM -38; 90-Day T-Bill – 1.70; OCIP – Net – 1.34

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**INVESTMENT POOL YIELDS**

April 1, 2017 - March 31, 2018

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month March 2018</i>				
County Pool - Money Market Fund	\$ 1,466,459,327	\$ 1,551,676	1.41%	46
Educational Pool - Money Market Fund	\$ 1,149,359,827	\$ 1,585,016	1.48%	49
Extended Fund	\$ 6,652,243,109	\$ 7,957,780	1.40%	415
<i>February 2018</i>				
County Pool - Money Market Fund	\$ 1,396,683,700	\$ 1,284,889	1.32%	44
Educational Pool - Money Market Fund	\$ 1,273,494,829	\$ 1,464,904	1.37%	43
Extended Fund	\$ 6,647,720,511	\$ 7,473,044	1.46%	428
<i>January 2018</i>				
County Pool - Money Market Fund	\$ 1,245,291,533	\$ 1,659,517	1.21%	55
Educational Pool - Money Market Fund	\$ 1,594,050,298	\$ 2,213,711	1.28%	44
Extended Fund	\$ 6,595,804,419	\$ 6,473,087	1.24%	423
<i>December 2017</i>				
County Pool - Money Market Fund	\$ 2,128,947,374	\$ 2,182,701	1.10%	43
Educational Pool - Money Market Fund	\$ 2,136,417,171	\$ 1,446,683	1.17%	42
Extended Fund	\$ 5,906,097,678	\$ 6,050,707	1.18%	375
<i>November 2017</i>				
County Pool - Money Market Fund	\$ 1,459,897,098	\$ 1,124,024	1.02%	36
Educational Pool - Money Market Fund	\$ 1,154,471,530	\$ 889,369	1.03%	45
Extended Fund	\$ 5,996,926,512	\$ 5,910,266	1.19%	399
<i>October 2017</i>				
County Pool - Money Market Fund	\$ 1,387,117,541	\$ 938,038	0.97%	45
Educational Pool - Money Market Fund	\$ 1,008,484,106	\$ 1,026,340	1.03%	50
Extended Fund	\$ 5,975,091,002	\$ 5,972,076	1.17%	416
<i>September 2017</i>				
County Pool - Money Market Fund	\$ 885,572,484	\$ 752,100	1.05%	54
Educational Pool - Money Market Fund	\$ 1,319,525,808	\$ 1,129,853	1.06%	48
Extended Fund	\$ 5,974,063,472	\$ 5,798,039	1.18%	443
<i>August 2017</i>				
County Pool - Money Market Fund	\$ 912,746,691	\$ 748,603	1.03%	57
Educational Pool - Money Market Fund	\$ 1,342,259,072	\$ 1,320,805	1.04%	57
Extended Fund	\$ 5,975,786,893	\$ 5,754,302	1.13%	454
<i>July 2017</i>				
County Pool - Money Market Fund	\$ 925,588,577	\$ 869,951	0.96%	57
Educational Pool - Money Market Fund	\$ 1,625,874,675	\$ 1,449,778	0.99%	55
Extended Fund	\$ 5,820,623,739	\$ 5,661,871	1.13%	464
<i>June 2017</i>				
County Pool - Money Market Fund	\$ 1,127,901,842	\$ 1,015,069	0.90%	60
Educational Pool - Money Market Fund	\$ 1,821,324,948	\$ 1,188,057	0.91%	58
Extended Fund	\$ 5,876,238,402	\$ 5,545,780	1.14%	487
<i>May 2017</i>				
County Pool - Money Market Fund	\$ 1,559,912,721	\$ 1,190,993	0.81%	56
Educational Pool - Money Market Fund	\$ 1,631,429,543	\$ 1,157,267	0.82%	57
Extended Fund	\$ 5,888,812,000	\$ 5,545,463	1.10%	494
<i>April 2017</i>				
County Pool - Money Market Fund	\$ 1,928,898,078	\$ 1,427,058	0.72%	56
Educational Pool - Money Market Fund	\$ 1,810,058,617	\$ 946,118	0.78%	56
Extended Fund	\$ 5,884,169,552	\$ 5,396,950	1.11%	488
<b>Fiscal Year July 1, 2017 - June 30, 2018</b>	<b>Average Month End Market Value Balance</b>	<b>YTD Interest Income</b>	<b>YTD Gross Yield</b>	<b>YTD Average</b>
Orange County Investment Pool	\$ 4,354,125,879	\$ 39,334,434	1.20%	314
Orange County Educational Investment Pool	\$ 4,529,940,674	\$ 41,354,666	1.20%	310

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**CASH AVAILABILITY PROJECTION**  
**FOR THE SIX MONTHS ENDING SEPTEMBER 30, 2018**

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is primarily relying on historical trends involving deposits and withdrawals and known future cash flows. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending September 30, 2018, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

<b>ORANGE COUNTY INVESTMENT POOL</b>				
<b>Month</b>	<b>Investment Maturities</b>	<b>Projected Deposits</b>	<b>Projected Disbursements</b>	<b>Cumulative Available Cash</b>
March 2018 - Ending Cash				\$ 69,577,560
April	\$ 1,175,124,835	\$ 1,906,280,802	\$ 1,639,821,206	1,511,161,991
May	422,491,087	281,140,059	738,537,137	1,476,256,000
June	246,839,413	244,422,467	713,887,741	1,253,630,139
July	128,264,641	283,413,826	602,243,709	1,063,064,897
August	114,112,221	441,512,289	322,112,033	1,296,577,374
September	205,062,015	377,011,049	334,197,923	1,544,452,515

<b>ORANGE COUNTY EDUCATIONAL INVESTMENT POOL</b>				
<b>Month</b>	<b>Investment Maturities</b>	<b>Projected Deposits</b>	<b>Projected Disbursements</b>	<b>Cumulative Available Cash</b>
March 2018 - Ending Cash				\$ 31,441,133
April	\$ 784,563,803	\$ 984,398,462	\$ 730,948,603	1,069,454,795
May	509,408,197	383,245,588	734,286,821	1,227,821,759
June	275,943,787	701,515,298	679,813,841	1,525,467,003
July	110,850,311	211,481,841	549,212,278	1,298,586,877
August	109,768,060	264,553,363	595,215,690	1,077,692,610
September	235,023,733	525,974,481	607,365,625	1,231,325,199

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**STATEMENT OF ACCOUNTABILITY**  
**For the Month and Quarter Ended March 31, 2018**

	<u>Month</u>	<u>Quarter</u>
<b>Treasurer's Accountability at the Beginning of the Period:</b>	<b>\$ 9,493,191,445</b>	<b>\$10,386,275,795</b>
<b>Cash Receipts:</b>		
County	841,471,565	2,047,965,827
School and Community College Districts	620,006,950	1,738,683,952
<b>Total Cash Receipts</b>	<u>1,461,478,515</u>	<u>3,786,649,779</u>
<b>Cash Disbursements:</b>		
County	700,372,482	2,382,167,698
School and Community College Districts	719,780,535	2,265,798,311
<b>Total Cash Disbursements</b>	<u>1,420,153,017</u>	<u>4,647,966,009</u>
<b>Net Change in Cost Value of Pooled Assets</b>	41,325,498	(861,316,230)
<b>Net Increase in Non-Pooled Investments</b>	5,059,390	13,120,940
<b>Net Increase in Non-Pooled Cash</b>	<u>6,521,989</u>	<u>8,017,817</u>
<b>Treasurer's Accountability at the End of the Period:</b>	<b><u>\$ 9,546,098,322</u></b>	<b><u>\$ 9,546,098,322</u></b>
<b>Assets in the Treasury at the End of the Period (at Cost Value):</b>		
<b>Pooled Investments:</b>		
Orange County Investment Pool		\$ 4,735,313,095
Orange County Educational Investment Pool		4,585,181,848
<b>Total Pooled Investments</b>		<u>9,320,494,943</u>
<b>Non-Pooled Investments:</b>		
Non-Pooled Investments - John Wayne Airport		45,951,560
Non-Pooled Investments - Fountain Valley School District Fund 40		34,810,654
Non-Pooled Investments - CCCD Series 2017E Bonds		19,843,144
Non-Pooled Investments - Other		1,081,500
<b>Total Non-Pooled Investments</b>		<u>101,686,858</u>
<b>Cash:</b>		
Cash in banks - County		69,462,241
Cash in banks - Schools		31,441,133
Cash in banks - OC Sheriff		15,859,134
Cash in banks - John Wayne Airport		7,038,694
Cash - Other		115,319
<b>Total Cash</b>		<u>123,916,521</u>
<b>Total Assets in the Treasury at the End of the Period:</b>		<b><u>\$ 9,546,098,322</u></b>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 04/13/2018, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2018.

Earnings Ratio		.00004135534904993
Interest Rate		1.51%
Dollar Day Total	\$	13,825,625.36
Quarter End Principal Balance	\$	153,674.91
Quarterly Interest Earned	\$	571.76





**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
03/13/18	1.51	1.40	177
03/14/18	1.51	1.40	176
03/15/18	1.52	1.40	176
03/16/18	1.53	1.40	176
03/17/18	1.53	1.41	176
03/18/18	1.53	1.41	176
03/19/18	1.53	1.41	176
03/20/18	1.54	1.41	175
03/21/18	1.54	1.41	174
03/22/18	1.55	1.41	178
03/23/18	1.56	1.42	180
03/24/18	1.56	1.42	180
03/25/18	1.56	1.42	180
03/26/18	1.56	1.42	176
03/27/18	1.57	1.42	175
03/28/18	1.57	1.42	177
03/29/18	1.58	1.43	179
03/30/18	1.59	1.43	183
03/31/18	1.59	1.43	183
04/01/18	1.59	1.59	183
04/02/18	1.60	1.60	190
04/03/18	1.60	1.60	190
04/04/18	1.61	1.60	188
04/05/18	1.61	1.60	187
04/06/18	1.62	1.61	185
04/07/18	1.62	1.61	185
04/08/18	1.62	1.61	185
04/09/18	1.62	1.61	186
04/10/18	1.63	1.61	184
04/11/18	1.63	1.61	183
04/12/18	1.65	1.62	183

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Performance Report**

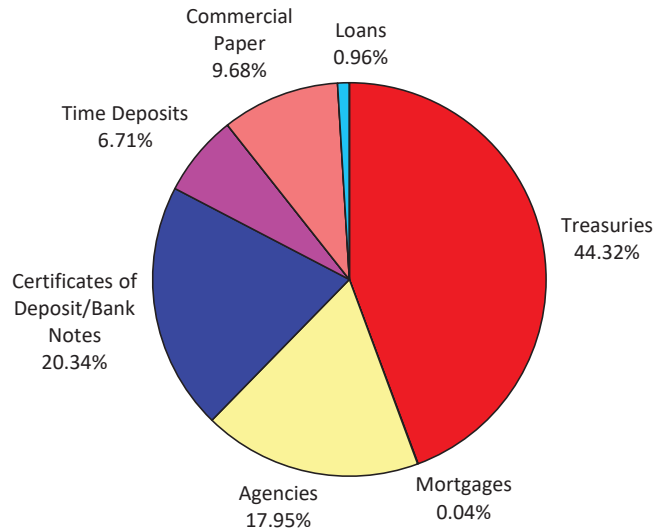
**Quarter Ending 03/31/18**

Apportionment Rate: 1.51%  
 Earnings Ratio: 0.00004135534904993  
 Fair Value Factor: 0.997538001  
 Daily: 1.59%  
 Quarter to Date: 1.43%  
 Average Life: 183

**PMIA Average Monthly Effective Yields**

**Mar 2018 1.524**  
 Feb 2018 1.412  
 Jan 2018 1.350

**Pooled Money Investment Account  
Portfolio Composition  
03/31/18  
\$75.0 billion**



Based on data available as of 4/13/2018

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Amendment to the Community and Student Workforce Agreement	
Action:	Request for Approval	

**BACKGROUND:**

On March 24, 2014, the Board of Trustees approved the Community and Student Workforce Project Agreement (CSWPA) with the Los Angeles/Orange County Building and Construction Trades Council (Council). After the successful passage of Measure Q for the Santa Ana School Facilities Improvement District in November of 2012, the District has continued to move forward with planned Measure Q projects in an expeditious manner. The CSWPA is set to expire on September 14, 2018 as the effective date of the agreement was September 14, 2015 and covered a three (3) period. According to Section 21.1 of the CSWPA, the District can send a notice to the Council during June 16, 2018 – July 16, 2018 if the District elects to terminate such agreement. If no notice is sent, the CSWPA agreement automatically renews for three (3) additional years. At this time, the District recommends officially amending the agreement to accommodate a three (3) year extension through September 14, 2021 as the Science Center project is still under construction and the other two projects are anticipated to be awarded and start construction during the upcoming three year timeframe. The existing CSWPA can be found at this link <https://rsccd.edu/Departments/Purchasing/Documents/CSWPA.pdf>.

**ANALYSIS:**

The project list incorporated as Appendix A to the CSWPA has been updated to reflect the current estimated construction amounts, including the change of Johnson Student Center from a renovation to a new building construction. The Appendix A Measure Q project list is updated as follows and has the same noted four (4) projects as listed in the original agreement:

1. New Central Chiller Plant and Site Utilities - \$48.3 million (completed 2018)
2. New Science Center - \$47.3 million (under construction)
3. New Johnson Student Center - \$36.4 million (revised)
4. New Health Sciences (Russell Hall Replacement) - \$38.5 million (revised)

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the Community and Student Workforce Project Agreement with the Los Angeles/Orange County Building and Construction Trades Council and authorize the Chancellor and/or his designee to finalize the amendment with the Council and execute the amendment accordingly.

Fiscal Impact:	N/A	Board Date: May 14, 2018
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	

## **APPENDIX A**

### **MEASURE Q PROJECTS**

1. New Central Chiller Plant and Site Utilities - \$48.3 million (construction completed 2018)
2. New Science Center - \$47.3 million (under construction)
3. New Johnson Student Center - \$36.4 million (revised)
4. New Health Sciences (Russell Hall Replacement) - \$38.5 million (revised)

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Award of Bid #1336 – Elevator Pump, Motor and Cylinder Replacement at District Operations Center	
Action:	Request for Approval	

**BACKGROUND:**

This is an approval for the award of Bid #1336 for the elevator pump, motor and cylinder replacement project at the District Operations Center. The hydraulic cylinders in the elevators are original building construction circa 1966. Prior to 1972, hydraulic cylinders were non-insulated, steel cylinders that are subject to corrosion and failure over time. The age and condition of the elevator pumps and hydraulic fluid storage tanks are at the end of life cycle and need to be replaced as proper scheduled maintenance to prevent risk of leaks and failure. The project is planned to start in June and one elevator will be out of service at a time. The work includes demolition activities and potential night work.

**ANALYSIS:**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCAA), Bid #1336 for the elevator pump, motor and cylinder replacement project at the District Operations Center was advertised on March 25, 2018 and April 1, 2018. A Notice Calling for Bids was sent to six contractors from the District's qualified contractors list on March 23, 2018.

A mandatory job walk was conducted on April 5, 2018 and there were two attendees. Bids were opened on April 20, 2018, as noted on the attached bid summary. The District received one bid for the project. GMS Elevator Services, Inc. (San Dimas) submitted the lowest responsive bid in the amount of \$220,651. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1336 to GMS Elevator Services, Inc. This is the second bid process undertaken by the District for this project due to lack of bidder interest. The District recommends moving forward with the award of bid to not cause further delay.

The Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract, under the authority of CUPCAA to GMS Elevator Services, Inc.

The anticipated start date is June 11, 2018. The estimated construction duration is 100 days.

This project is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees award Bid #1336 to GMS Elevator Services, Inc. for Elevator Pump, Motor and Cylinder Replacement at District Operations Center as presented.

Fiscal Impact:	\$220,651	Board Date: May 14, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



**Facility Planning, District Construction and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1336**

**PROJECT:** Elevator Pump, Motor and Cylinder Replacement at the District Operations Center

**TIME: 2:00 P.M.**  
**DATE: 4/26/2018**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

GMS Elevator Services, Incorporated  
401 Borrego Court  
San Dimas, CA, 91773

\$220,651

**1 TOTAL BIDDER**

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Agreement with Converse Consultants – Hazardous Material Construction Monitoring Services for Hammond Hall Window Replacement Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for hazardous material construction monitoring services for the Hammond Hall window replacement project at Santa Ana College. Building H (Hammond Hall) was built in 1954 and the windows have never been replaced. This is a State Scheduled Maintenance project to replace all windows, which will be more energy efficient for the building. A hazardous material survey was completed during the planning phase. The District is now in need of professional services to monitor the safe removal of the asbestos-containing and lead-containing materials during the construction phase of the removal of the existing windows. The District is required to ensure compliance with proper oversight, handling, management and monitoring of hazardous materials abatement work according to all applicable laws and regulations, including the California Code of Regulations (CCR), the Division of Occupational Safety and Health of California (CalOSHA) and the Air Quality Management District (AQMD). Converse has extensive experience with hazardous materials surveys, development of specifications and ensuring compliance with applicable laws and regulations for the monitoring of abatement work at educational facilities during construction.

**ANALYSIS:**

A Request for Proposal #1718-204 for hazardous material construction monitoring services for the Hammond Hall window replacement project at Santa Ana College was solicited to six prequalified firms on March 9, 2018 with a due date of March 29, 2018. The District received one response from Converse Consultants (Costa Mesa). A screening panel convened on March 30, 2018 to review the proposal. The panel recommends Converse Consultants by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, approach to the project and hourly rate. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, familiarity with the campus, and type of inspection needed for the project. In spite of a single proposal received due to workload and lack of availability of other firms, it is recommended that the District enter into an agreement with Converse Consultants for hazardous material construction monitoring services for Hammond Hall window replacement project at Santa Ana College to not cause further delay.



The services covered by this agreement shall commence May 15, 2018 and end December 31, 2018. The contract is an hourly not to exceed fee of \$23,978. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay and State Scheduled Maintenance Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Converse Consultants – Hazardous Material Construction Monitoring Services for Hammond Hall Window Replacement Project at Santa Ana College as presented.

Fiscal Impact:	\$23,978	Board Date: May 14, 2018
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: 5/14/18**

Project: Hammond Hall Window Replacement

Site: **Santa Ana College**

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Consultants: **Converse Consultants**

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Type of Service: Hazardous Material Construction Monitoring

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$23,978.00		5/15/2018		12/31/2018
<b>Total Agreement Amount</b>	<b>\$23,978.00</b>				

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**AGREEMENT NO: 0279.00/ DESCRIPTION:**

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This agreement #0279.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$23,978.00**

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**Contract End Date:** **12/31/2018**

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Agreement with IDS Group, Inc. - Constructability Review Services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for constructability review services for the Russell Hall Replacement (Health Sciences Building). The project is currently in the design development phase. The District is in need of a qualified and competent consultant to independently review the architect and engineers' 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 Qualifications/Request for Proposal (RFQ/RFP) #1718-205 was advertised on March 13, 2018 with a response deadline of April 17, 2018. The District received responses from Cumming (Aliso Viejo) and IDS Group, Inc. (Newport Beach). A screening panel convened on April 18, 2018 to review the proposals and interviewed both firms on April 20, 2018. After a thorough review, the panel recommends IDS Group, Inc. by consensus based upon a thorough review and the culmination of their RFP response, and responsiveness, qualifications, interviews, experience, team members, project approach, fee, schedule, knowledge and ability to meet the anticipated schedule.

The services covered by this agreement shall commence May 15, 2018 and ends June 30, 2019. The contract is a total not-to-exceed fee of \$90,000.00, including \$3,500 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 and State Funding.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with IDS Group, Inc. - Constructability Review Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$90,000	Board Date: May 14, 2018
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: 5/14/18**

Project: Russell Hall Replacement (Health Sciences Building)      Site: **Santa Ana College**

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**Consultants: IDS Group, Inc.**

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Type of Service: Constructability Review

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$86,500.00	\$ 3,500.00	5/15/2018		6/30/2019
<b>Total Agreement Amount</b>	<b>\$90,000.00</b>				

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**AGREEMENT NO: 0280.00/ DESCRIPTION:**

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This agreement #0280.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$90,000.00**

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**Contract End Date:** **6/30/2019**

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. – Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On January 22, 2018, the Board of Trustees ratified an agreement with Koury Engineering & Testing, Inc. for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College. This is an amendment to increase the fees associated with the geotechnical and soils testing services to assist the design team in the proper selection of the foundation system for the new building through further design development and construction phases of design. The project is currently in the design development phase and additional coordination and information is required between the design team and Koury in order for the completion of a soils report that is then submitted to the California Geological Survey department for review and approval. The amendment shall cover any additional borings and other tests that may be needed to determine the proper foundation system and to finalize the report. To see the original agreement, please [click here](#).

**ANALYSIS:**

The amendment is to increase the contract by \$10,000. The revised total contract amount is \$25,500. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and State Funding.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Koury Engineering & Testing, Inc. - Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) project at Santa Ana College as presented.

Fiscal Impact:	\$10,000	Board Date: May 14, 2018
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: 5/14/18**

Project: Russell Hall Replacement (Health Sciences Building)      Site: **Santa Ana College**

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Consultants: **Koury Engineering & Testing, Inc.**

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Type of Service: Geohazard and Geotechnical Consulting Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$10,375.00	\$5,125.00	12/18/2017		12/31/2022
Amendment #1	\$10,000.00		12/18/2017		12/31/2022
<b>Total Agreement Amount</b>	<b>\$25,500.00</b>				

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**AGREEMENT NO: 0256.00/ DESCRIPTION:**

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Amendment #1 for additional geohazard and geotechnical consulting services.

This agreement #0256.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$10,000.00**

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**Contract End Date:** **12/31/2022**

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FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **14th** day of **MAY** in the year **2018**, between **KOURY ENGINEERING & TESTING, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0256.00 entered into on December 18, 2017, to provide Geotechnical and Geohazard Engineering and Consulting Services for the Russell Hall Replacement project at Santa Ana College. Please amend the AGREEMENT to include the following:
  - A. By adding an allowance for additional scope, per the attached Exhibit “A”
  - B. By increasing the AGREEMENT amount by TEN THOUSAND DOLLARS ONLY (\$10,000) from FIFTEEN THOUSAND FIVE HUNDRED DOLLARS ONLY (\$15,500), for a total AGREEMENT amount of TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500)
2. Except as amended herein, the terms and conditions of AGREEMENT 0256.00 effective December 18, 2017, shall remain in full force and effect.

**KOURY ENGINEERING & TESTING, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter Hardash  
Vice Chancellor, Business Operations and Fiscal Services

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Email \_\_\_\_\_

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing



**EXHIBIT "A"**

**A. Scope of Additional Services:**

Consultant shall provide additional services upon written request by the District. Additional services may include, but are not limited to:

- a. Additional borings;
- b. Additional Cone Penetration Tests (CPT);
- c. Additional review of design documents and design team correspondence.

**B. Allowance for Additional Services:**

The allowance to perform any additional services requested by the District is a total not-to-exceed fee of **TEN THOUSAND DOLLARS ONLY (\$10,000)**. Prior written approval by the District is required for use of the allowance for unforeseen conditions and additional required services. Rates and fees are subject to written District approval prior to commencement of additional services. Fee type (hourly, not-to-exceed, or fixed fee) will be determined per task, with prior written approval by the District.

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Amendment to Agreement with Twining, Inc. – Materials Testing and Special Inspection Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement to clarify contract language and allow for hourly rate minimum charges as originally intended. On December 4, 2017, the Board of Trustees approved an agreement with Twining, Inc. to provide Materials Testing and Special Inspection Services for the Science Center at Santa Ana College. Materials testing and special inspection services are required by the California Administrative Code (Title 24, Part 1) to be performed by testing laboratories acceptable to the Division of State Architect (DSA). This agreement is subject to the District's requirements of the Community Student Workforce Project Agreement (CSWPA). To see the original agreement, please [click here](#).

**ANALYSIS:**

Pursuant to the contract negotiated by the Operating Engineers Union Local 12, set forth by the Department of Industrial Relations, hourly minimums shall be paid. Minimums are defined as two-hour minimum for showing up, four-hour minimum if work is commenced, and eight-hour minimum for any work over four hours. This contract language was unintentionally excluded from the original agreement and needs to be added for clarification purposes. This amendment will revise the billing language in the agreement to allow Twining, Inc. to bill the District hourly minimums for field personnel, in lieu of only charging for hours worked. Hourly minimums do not apply to overtime work and non-field personnel. There are no additional costs to the total agreement for this amendment. The contract duration for this agreement remains from December 4, 2017 through December 31, 2019.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment with Twining, Inc. – Materials Testing and Special Inspection Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: May 14, 2018
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: 5/14/18**

Project: Science Center

Site: **Santa Ana College**

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Consultants: **Twining, Inc.**

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Type of Service: Materials Testing and Special Inspection Services

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Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$340,434.00	\$5,000.00	12/5/2017		12/31/2019
Amendment #1		N/A	12/5/2018		12/31/2019
<b>Total Agreement Amount</b>	<b>\$345,434.00</b>				

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**AGREEMENT NO: 0253.00/ DESCRIPTION:**

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Amendment #1 for revised hourly rates only.

This agreement #0253.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **N/A**

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**Contract End Date:** **12/31/2019**

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FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **14th** day of **May** in the year **2018**, between **TWINING, INC.** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0253.00 entered into on December 4, 2017, to provide Special Inspection and Material Testing Services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
  - A. By revising the contract language to allow for hourly rate minimum charges, per attached Exhibit A.
2. Except as amended herein, the terms and conditions of AGREEMENT 0253.00 effective December 5, 2017, shall remain in full force and effect.

**TWINING, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Email \_\_\_\_\_

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

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing

**EXHIBIT "A"**

**Minimum Hourly Charges:**

Pursuant to the contract negotiated by the Operating Engineers Union Local 12, set forth by the Department of Industrial Relations, hourly minimums shall be paid. Minimums are defined as two-hour minimum for showing up, four-hour minimum if work is commenced, and eight-hour minimum for any work over four hours. Hourly minimums do not apply to overtime work and non-field personnel.

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Agreement with Twining Consulting, Inc. - Materials Testing and Special Inspection Services for Barrier Removal Exterior Phase 1 - Parking at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for materials testing and special inspection services for Barrier Removal Phase 1 at Santiago Canyon College. This barrier removal project is one of several large projects to address the Blaser settlement deficiency items and deadlines. The Phase 1 project consists of removing barriers to provide compliant accessible parking stall slopes, striping, signage, adequate quantity, and disbursement of accessible parking stalls campus wide. New curb ramps, ramps, sidewalks, and crosswalks will be provided that are adjacent to the accessible parking stalls. Materials testing and special inspection services are required by the California Administrative Code (Title 24, Part 1) to be performed by testing laboratories acceptable to the Division of State Architect (DSA). The DSA Form 103, Listing of Structural Tests and Special Inspections, summarizes the structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on the form are those that will be performed by the Geotechnical Engineer of Record, Special Inspector, or Laboratory of Record. The project is in need of assistance by a qualified and competent materials and testing consultant during construction activities. Twining Consulting, Inc. will cover services required of both the special inspector and laboratory of record.

**ANALYSIS:**

A Request for Proposal #1718-193 for Materials Testing and Special Inspection Services was solicited to eight pre-qualified firms on January 9, 2018 with a due date of January 30, 2018. The District received six responses from Converse Consultants (Costa Mesa); Leighton Consulting, Inc. (Irvine); Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Irvine); Smith-Emery (Los Angeles), Southwest Inspection & Testing, Inc. (La Habra) and Twining Consulting, Inc. (Irvine). A selection panel convened on February 1, 2018 to review the proposals and interviewed Southwest Inspection & Testing, Inc. and Twining Consulting, Inc. on February 15, 2018. The selection panel recommends Twining Consulting, Inc. by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, approach to the project, hourly rate, and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, familiarity with the campus, and type of inspection needed for the project. It is recommended that the District enter into an agreement with Twining Consulting, Inc. for

materials testing and special inspection services for Barrier Removal Exterior Phase 1 – Parking at Santiago Canyon College.

The services covered by this agreement shall commence May 15, 2018 and end June 30, 2019. The contract is a not to exceed fee of \$37,915. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is dual funded by State Scheduled Maintenance Funds and Capital Outlay funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Twining Consulting, Inc. - Materials Testing and Special Inspection Services for Barrier Removal Exterior Phase 1 - Parking at Santiago Canyon College as presented.

Fiscal Impact:	\$37,915	Board Date: May 14, 2018
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: 5/14/18**

Project: Barrier Removal Exterior Phase 1 - Parking

Site: **Santiago Canyon College**

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Consultants: **Twining Consulting, Inc.**

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Type of Service: Materials Testing and Special Inspection Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$37,915.00		5/15/2018		6/30/2019
<b>Total Agreement Amount</b>	<b>\$37,915.00</b>				

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**AGREEMENT NO: 0278.00/ DESCRIPTION:**

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This agreement #0278.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$37,915.00**

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**Contract End Date:** **6/30/2019**

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Amendment to Agreement with Lionakis - Architectural Services for the ADA Paper Towel Dispenser Replacement Project at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On June 13, 2016 the Board of Trustees approved an agreement with Lionakis for the Americans with Disabilities Act (ADA) paper towel dispenser replacement project at Santiago Canyon College. The extension of time is needed due to the phased construction implementation for the project. The project includes the replacement of paper towel dispensers across eight buildings as a result of the Blaser Complaint. Work is planned to be done in two phases beginning in the summer of 2018 and during the winter intercession break this year to minimize impacts to restrooms on campus. To see original agreement, please [click here](#).

**ANALYSIS:**

The services covered by this agreement commenced on June 14, 2016 and the new end date has been revised from June 30, 2018 to June 30, 2019. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee of \$81,178.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

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

Fiscal Impact:	N/A	Board Date: May 14, 2018
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: 5/14/17**

Project: Paper Towel Dispenser Replacement

Site: **Santiago Canyon College**

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Consultants: **Lionakis**

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Type of Service: Architectural Services

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$73,150.00	\$5,000.00	6/14/2016	6/30/2017
Amendment #1		\$3,028.00		6/14/2016	6/30/2018
Amendment #2		N/A		6/14/2016	6/30/2019
<b>Total Agreement Amount</b>		<u>\$81,178.00</u>			

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**AGREEMENT NO #0188.00/ DESCRIPTION:**

Amendment #2 for additional time.

This agreement #0188.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:**

**N/A**

**Contract End Date:**

**6/30/2019**

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**SECOND AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **14th** day of **May** in the year **2018**, between **LIONAKIS**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0188.00 entered into on June 13, 2016 and amended on May 15, 2017, to provide architectural services for the ADA Paper Towel Dispenses Replacement project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
  - 1. By extending the contract completion date from June 30, 2018 to be through June 30, 2019.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0188.00, effective June 14, 2016, shall remain in full force and effect.

**LIONAKIS**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

**COPIES TO:**

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Award of Bid #1342 – Barrier Removal Exterior Parking (Phase 1) at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is an approval for the award of Bid #1342 for Barrier Removal Exterior Parking (Phase 1) at Santiago Canyon College. This barrier removal project is one of several large projects to address the Blaser settlement deficiency items and deadlines. The project is dual funded by Scheduled Maintenance and Capital Outlay funds. The Phase 1 project consists of removing barriers to provide compliant accessible parking stall slopes, striping, signage, adequate quantity, and disbursement of accessible parking stalls campus wide. New curb ramps, ramps, sidewalks, and crosswalks will be provided that are adjacent to the accessible parking stalls. The project is scheduled to begin construction immediately following the college commencement ceremony and is anticipated to be complete in December 2018. The project has received Division of the State Architect (DSA) approval.

**ANALYSIS:**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1342 for Barrier Removal Exterior Parking (Phase 1) at Santiago Canyon College was advertised on March 17, 2018 and March 24, 2018. A Notice Calling for Bids was sent to 102 contractors from the District's qualified contractors list on March 16, 2018. A mandatory job walk was conducted on March 29, 2018 and there were seven attendees. Bids were opened on April 20, 2018 as noted on the attached bid summary. The District received five bids for the project. Golden Gate Steel, Inc. dba Golden Gate Construction (Norwalk) submitted the lowest responsive bid in the amount of \$536,130. On April 24, 2018, Golden Gate Steel, Inc. dba Golden Gate Construction requested to be released from its bid due to a bidding clerical error. After Golden Gate Steel, Inc. dba Golden Gate Construction provided additional bid estimate documentation to District staff to clarify the error, District staff acknowledged that per the requirements of Public Contract Code section 5100 et seq.: (1) a mistake was made in Golden Gate Steel, Inc. dba Golden Gate Construction's bid for the Project; (2) proper and timely notice was given to the District of the mistake; and (3) the mistake made Golden Gate Steel, Inc. dba Golden Gate Construction's bid materially different than intended. The District has consented to the withdrawal of Golden Gate Steel, Inc. dba Golden Gate Construction's bid and has gone forward to review the second lowest responsive bid which was provided by Patriot Contracting and Engineering (Yorba Linda) in the amount of \$725,000. This is the second bid process undertaken by the District for this project. The Board of Trustees previously rejected all bids on

March 12, 2018. The District recommends moving forward with the award of bid to not cause further delay.

District staff requested legal review of the bids and the process. Legal counsel, Kimble Cook, has reviewed the bids, letters and information received including the request by Golden Gate Steel, Inc. dba Golden Gate Construction to withdraw its bid, and concurs with the District releasing Golden Gate Steel, Inc. dba Golden Gate Construction from its bid proposal and recommendation of awarding Bid #1342 to Patriot Contracting and Engineering.

The anticipated start date is June 4, 2018. The estimated construction duration is 200 days.

This project is dual funded by State Scheduled Maintenance Funds and Capital Outlay funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees award Bid #1342 to Patriot Contracting and Engineering for Barrier Removal Exterior Parking (Phase 1) at Santiago Canyon College as presented.

Fiscal Impact:	\$725,000	Board Date: May 14, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



**Facility Planning, District Construction and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1342**

**PROJECT:** Barrier Removal Exterior Parking (Phase 1) at Santiago Canyon College

**TIME: 2:00 P.M.**  
**DATE: April 20, 2018**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

Golden Gate Steel Incorporated dba Golden Gate Construction  
14775 Carmenita Road  
Norwalk, CA 90650

\$536,130

4/24/2018 submitted a request to withdraw bid proposal. 4/27/18 District consents to withdrawal of bid.

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

**\$725,000**

Access Pacific, Incorporated  
755 Washington Boulevard  
Pasadena, CA 91104

\$730,000

S J D & B, Incorporated  
10970 Arrow Route Unit 101  
Rancho Cucamonga, CA 91730

\$904,380

States Link Construction, Incorporated  
5825 Lincoln Avenue #212  
Buena Park, CA 90620

\$950,768

**5 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Amendment to Agreement with Terracon Consultants, Inc. - Environmental Consulting Services for the Orange Education Center at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement to extend time only. On September 14, 2015, the Board of Trustees approved an agreement with Terracon Consultants, Inc. for environmental consulting investigation services related to the Orange Education Center (OEC) of the Santiago Canyon College located on 1465 North Batavia Street in the City of Orange. Due to changes in environmental regulations from when the property was first purchased, the District is required to perform additional investigations under the oversight of the OCHCA due to proposed building rehabilitation and construction activities on the site. As part of the new environmental compliance requirements, the District submitted an environmental investigation Work Plan and an Amendment to the Work Plan to the Orange County Health Care Agency (OCHCA) for review and approval after undertaking multiple soil and soil gas samples across the property. The District recently met with the OCHCA to review the Work Plan report and the agency has requested additional soil and soil gas samples be taken in the southwest location of the property. The amendment to the contract is to extend the time required to conduct the limited additional sampling requested by OCHCA on April 25, 2018. The District has 30 days to respond to this request and submit a sampling Work Plan to the OCHCA by May 25, 2018 for review and agency approval. To see original agreement, please [click here](#).

**ANALYSIS:**

The services covered by this agreement commenced on September 15, 2015 and the new end date has been revised from June 30, 2018 to December 31, 2018. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee in the amount of \$172,930. The amendment to this agreement is to extend the contract duration only.

This agreement is funded by Capital Outlay Funds.



**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the Agreement with Terracon Consultants, Inc. - Environmental Consulting Services for the Orange Education Center at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 14, 2018
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: 5/14/18**

Project: Orange Education Center

Site: **Santiago Canyon College**

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Consultants: **Terracon Consultants, Inc.**

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Type of Service: Environmental Consulting

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b> <b>End</b>
Original Contract Amount	\$29,500.00	\$1,000.00	9/15/2015	6/30/2017
Amendment #1	\$36,573.00	N/A	9/15/2015	6/30/2017
Amendment #2	N/A	N/A	9/15/2015	12/31/2017
Amendment #3	\$105,857.00	N/A	9/15/2015	6/30/2018
Amendment #4	N/A	N/A	9/15/2015	12/31/2018
<b>Total Agreement Amount</b>	<b>\$172,930.00</b>			

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**AGREEMENT NO: 0145.00/DESCRIPTION:**

Amendment #4 for extension of time only.

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The agreement #0145.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:**

**N/A**

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**Contract End Date:**

**12/31/2018**

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**FOURTH AMENDMENT TO ENVIRONMENTAL  
CONSULTING SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **14th** day of **MAY** in the year **2018**, between **TERRACON CONSULTANTS, INC.**, hereinafter referred to as "**CONSULTANT**", and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "**DISTRICT**".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0145.00 entered into on September 14, 2015, and amended on February 6, 2017, June 12, 2017 and November 13, 2017 to provide Environmental consulting services for the Orange Education Center project. Please amend the AGREEMENT to include the following:
  - 1. By extending the contract completion date from June 30, 2018 to be through December 31, 2018.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0145.00, effective September 15, 2015, shall remain in full force and effect.

**TERRACON CONSULTANTS, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

**COPIES TO:**

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support  
Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing

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

To:	Board of Trustees	Date:	May 14, 2018
Re:	Approval of Agreement with 800 MHz Countywide Coordinated Communications System, Orange County		
Action:	Request for Approval		

**BACKGROUND**

The Public Safety Task Force recommended improving interoperability by transitioning to 800 MHz countywide radio system. The countywide coordinated communication system (CCCS) is utilized by law enforcement agencies, fire departments, public works agencies and other government entities to improve mobile communication throughout Orange County. The system allows user to speak via radio across disciplines and contributes to the success of responding to critical incidents including natural disasters.

**ANALYSIS**

The Rancho Santiago Community College District (RSCCD) is designated as a non-City/non-County user, which covers special districts, water districts, or similar governmental or quasi-governmental agencies who are authorized to participate in 800MHz CCCS with approval. The RSCCD sought and received approval from the Orange County Chiefs of Police & Sheriff's Association (OCCOPSA), Orange County Fire Chief's Association (OCFCA), and the Governance Committee as required. The County is now ready to work with RSCCD to develop an appropriate system design and implementation plan to transition to the 800MHz system. The 800MHz CCCS Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 MHz CCCS has a financial requirement. The requirement includes an entry fee \$86,800 (\$2,480 per radio), radio templating \$2,840, programming fee \$1,750 (\$50.00 per radio), and flat rate fee \$3,360 (\$96.00 per radio). These are onetime costs for 35 (800MHz) radios) needed by the RSCCD safety and security department. The total cost to participate is approximately \$94,750. Continued participation in the CCCS will require an annual cost, calculated on an annual base.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Agreement with 800 MHz Countywide Coordinated Communications System, Orange County and the Rancho Santiago Community College District as presented.

Fiscal Impact:	Estimated \$94,750	Board Date:	May 14, 2018
Prepared by:	Toni Bland, Chief District Safety and Security		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

## 800 MHz CCCS - *Participating Agencies*

### **Overview:**

The Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System, revised November 2004, provides the guidance on adding non-City/non-County Participating Agencies. Section 16.3 of the agreement states that:

- Newly formed Non-City/Non-County Participating Agencies that do not participate in the System in its initial implementation may desire to use the System. County shall work with any such Participating Agency to develop an appropriate system design and implementation plan to transition to the System after approval is recommended by Orange County Chiefs of Police & Sheriff's Association (OCCOPSA), Orange County Fire Chief's Association (OCFCA), and approved by the Governance Committee.
- An agency that does not participate in the original purchase and cost sharing of the System Backbone shall contribute a share of the System cost consistent with Section 13.1. Funds from this account may be used for Backbone System enhancements for the benefit of all Partners and Participating Agencies. Enhancements shall be recommended by the Technical Liaison Committee, OCCOPSA, and OCFCA, with final approval by the Governance Committee. Approved enhancements involving cost sharing shall be submitted to the Governing Authorities for approval as appropriate.
- Any Backbone System modification costs required to transition a New Non-City/Non-County Participating Agency to System shall be the responsibility of the new Non-City/Non-County Participating Agency. Any System Field Equipment costs associated with the transition of a New Non-City/Non-County Participating Agency to System shall be the responsibility of the new Non-City/Non-County Participating Agency.

### **Financial Requirements:**

- System Entry Fee: \$2,480 per radio (for the life of the agreement)
- Radio Templating Fee: \$2,840 (one time cost)
- Radio Programming Fee: \$50 per radio (for the life of the agreement)
- Flat Rate Fee: \$96 for mobile/portables; \$132 for control stations (per radio for the life of the agreement)
- Annual Backbone Cost Sharing (calculated annually)
- Equipment is purchased by agency directly with Motorola using approved equipment

**Subscriber Equipment Installation:**

Installation by OCSD/Communications is optional. If we do the work the cost is \$600 per mobile; \$2,000 per motorcycle; \$1,500\* per control station. (\*Additional costs for custom installation requirements will be agreed upon between OCSD/Communications and Participating Agency and placed into writing prior to starting work.)

**Talkgroup and Channel Access:**

Each Participating Agency will be evaluated on a case-by-case basis, and will receive programming based on approvals of the OCCOPSA and OCFCA. All radios will have the basic level of interoperability (Tan, ICALL, ITAC). Additional interoperability will be approved on a case-by-case basis. Participating Agency specific talkgroups will be determined on a case-by-case basis.

**Training Requirement:**

Each Participating Agency must receive training provided at no cost by OCSD/Communications, prior to using radios on the 800 MHz CCCS.



**AMENDMENT TO JOINT AGREEMENT  
FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT  
OF THE ORANGE COUNTY 800 MEGAHERTZ  
COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM**

THIS AMENDMENT (“**Amendment**”) is entered into on JUNE 2, 2015 by and between the Parties listed on Exhibit A, attached hereto, which are sometimes individually referred to as “**Party**” or collectively referred to as the “**Parties.**”

**RECITALS**

A. On November 23, 2004, the Parties executed that certain document entitled *Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System* (“**Agreement**”), which provides for the management and governance of the 800 MHz Countywide Coordinated Communications System (“800 MHz CCCS”).

B. The 800 MHz CCCS requires significant enhancement in order to extend the life of the system.

C. Pursuant to Section 15.10 of the Agreement, the Governance Committee and the County have developed a long-range implementation plan to extend the CCCS, and have developed a scope of work, which includes all the activities, infrastructure and project schedule information for fiscal years 2014-19 described on Exhibit B, attached hereto (“**System Extension**”).

D. The Governance Committee and County have also developed the overall estimated cost of the System Extension, including each Party’s estimated funding share by fiscal year described on Exhibit C, attached hereto.

E. A Party’s funding plan for the System Extension may consist of one or more of the following: 1) a Party’s cash contribution, 2) a Party or a group of Parties financing all or a portion of the System Extension through the issuance of tax exempt bonds or other public financing mechanisms, and/or 3) a Party or group of Parties financing all or a portion of the System Extension through the County approved System Extension vendor.

F. The Parties desire to amend the Agreement to provide their commitment to the System Extension and describe their implementation and funding obligations.

G. This Amendment has been approved by the Governance Committee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Implementation Obligations. The Parties hereby commit to fund and implement the System Extension as described on Exhibit B and Exhibit C.

a. California Environmental Quality Act ("CEQA"). The County shall be the lead agency for purposes of CEQA and shall obtain all necessary approvals for the System Extension.

b. Party Cost Share. The Parties intend to implement and fund the System Extension over several years beginning in fiscal year 2014-15 through fiscal year 2018-19. Each Party is responsible for its fair share contribution to the System Extension. The total estimated budget for the System Extension and each Party's fair share contribution is depicted on Exhibit C ("**Cost Share**"). A Party's Cost Share is determined by the number of subscriber radios used by the Party on the CCCS, as well as the Party's proportionate share of the System Extension dedicated to System Backbone. Each Party shall pay its total Cost Share in five fiscal year payments beginning in fiscal year 2014-15 through fiscal year 2018-19 in accordance with the procedures in Subsection (c) below. Each Party acknowledges that its Cost Share for the System Extension is an estimate and is expressed as a not to exceed amount. Each Party's Cost Share will be based on an actual quote by a third party vendor who will perform the System Extension under a contract or series of contracts approved and managed by the County ("**Contractor**"). A Party's actual Cost Share amount will be determined prior to the beginning of each fiscal year in which it is due and will be based on the Contractor's scope of work for the respective fiscal year. Therefore, the Cost Share depicted on Exhibit C may change, and may be periodically updated by the Parties to reflect any changed equipment or authorized System Extension modification expenses.

c. Invoicing & Payment. The County will calculate the actual Cost Share amount due the following fiscal year, and will invoice each Party by July 1. Each Party shall pay its respective Cost Share to the County within thirty (30) days of the start of the fiscal year. A Party is exempt from the payment procedures of this Subsection 1.c for the relevant fiscal year if it has:

- i. Executed a binding agreement with the County approved Contractor, agreeing to pay or finance its Cost Share through the Contractor directly, or
- ii. Executed a binding agreement with the County agreeing to jointly finance its Cost Share.

d. Cost Share Responsibility. Upon execution of this Amendment, each Party is responsible for its actual Cost Share regardless of the form and manner of payment described herein, such that the Party cannot terminate its Cost Share obligation for any reason. In the event of a withdrawal from the system in accordance with Section 20 of the Agreement or in the case of a default for failure to pay its Cost Share in accordance with this Amendment, each Party remains obligated to pay to County the Party's outstanding Cost Share as that obligation becomes due. Should any Party fail to pay its respective Cost Share when due, the County shall take action as is appropriate to obtain such payment. Nothing herein shall be construed as the County's exclusive remedy for the remediation of defaults by a Party or Parties,



and the County reserves the right to pursue any and all available rights and remedies at law or in equity.

e. County Trust Account. The County shall deposit all Cost Share contributions into a trust account that is managed solely for the purpose of the System Extension.

2. System Extension Administration. The Orange County Sheriff-Coroner Department/Communications & Technology Division shall administer all agreements for the System Extension, and regularly report such progress to the Governance Committee.

3. Participating Agencies. The Parties hereby update the list of Participating Agencies described on Exhibit D, attached hereto, which shall replace in its entirety Exhibit C of the Agreement. Participating Agencies will continue to contribute to overall backbone costs through the payment of a separate and established entry fee for every radio added to the system.

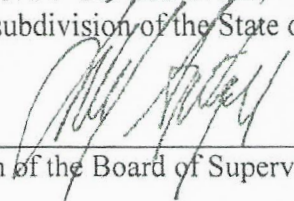
4. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

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

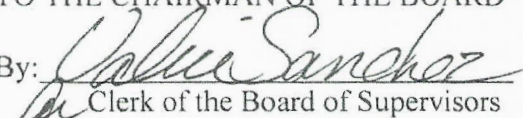
6. Full Force. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

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

**THE COUNTY OF ORANGE,**  
a political subdivision of the State of California

By:   
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

By:   
Clerk of the Board of Supervisors  
County of Orange, California

APPROVED AS TO FORM:  
COUNTY COUNSEL

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

[CITY SIGNATURE BLOCKS TO BE INSERTED]

**EXHIBIT A**

**PARTIES TO THE AMENDMENT**

<b>ENTITY</b>	<b>RESPONSIBLE ADMINISTRATOR</b>	<b>ADDRESS</b>	<b>PHONE #</b>
Aliso Viejo	City Manager	12 Journey, Suite 100 Aliso Viejo, CA 92656-5335	949/425-2512
Anaheim	City Manager	200 S. Anaheim Blvd. Anaheim, CA 92805	714/765-5162
Brea	City Manager	1 Civic Center Circle Brea, CA 92821-5732	714/990-7770
Buena Park	City Manager	6650 Beach Blvd. Buena Park, CA 90620	714/562-3550
Costa Mesa	City Manager	77 Fair Drive Costa Mesa, CA 92626	714/754-5328
Cypress	City Manager	5275 Orange Avenue Cypress, CA 90630	714/229-6688
Dana Point	City Manager	33282 Golden Lantern, Suite 203 Dana Point, CA 92629	949/248-3513
Fountain Valley	City Manager	10200 Slater Avenue Fountain Valley, CA 92708	714/593-4410
Fullerton	City Manager	303 W. Commonwealth Ave Fullerton, CA 92832	714/738-6310
Garden Grove	City Manager	11222 Acacia Parkway Garden Grove, CA 92840	714/741-5100
Huntington Beach	City Administrator	2000 Main Street Huntington Beach, CA 92648	714/536-5575
Irvine	City Manager	1 Civic Center Plaza Irvine, CA 92623-9575	949/724-6246
La Habra	City Manager	201 E. La Habra Blvd. La Habra, CA 90633	562/905-9701



<b>ENTITY</b>	<b>RESPONSIBLE ADMINISTRATOR</b>	<b>ADDRESS</b>	<b>PHONE #</b>
La Palma	City Manager	7822 Walker Street La Palma, CA 90623	714/690-3333
Laguna Beach	City Manager	505 Forest Avenue Laguna Beach, CA 92651	949/497-0704
Laguna Hills	City Manager	24035 El Toro Road Laguna Hills, CA 92653	949/707-2610
Laguna Niguel	City Manager	27801 La Paz Road Laguna Niguel, CA 92677	949/362-4300
Laguna Woods	City Manager	24264 El Toro Road Laguna Woods, CA 92653	949/639-0525
Lake Forest	City Manager	25550 Commercentre Drive Lake Forest, CA 92630	949/461-3410
Los Alamitos	City Manager	3191 Katella Avenue Los Alamitos, CA 90720	562/431-3538 ext. 201
Metro Cities Fire Authority	Manager	201 S. Anaheim Blvd., Suite 302 Anaheim, CA 92805	714/765-4077
Mission Viejo	City Manager	200 Civic Center Mission Viejo, CA 92691	949/470-3051
Newport Beach	City Manager	100 Civic Center Drive Newport Beach, CA 92660	949/644-3000
Orange	City Manager	300 East Chapman Ave. Orange, CA 92866	714/744-2222
Orange County Fire Authority	Fire Chief	1 Fire Authority Road Irvine, CA 92602	714/573-6010
Orange, County of	CEO	333 W. Santa Ana Blvd. Santa Ana, CA 92701	714/834-6200

<b>ENTITY</b>	<b>RESPONSIBLE ADMINISTRATOR</b>	<b>ADDRESS</b>	<b>PHONE #</b>
Placentia	City Administrator	401 East Chapman Ave Placentia, CA 92870	714/993-8117
Rancho Santa Margarita	City Manager	22112 El Paseo Rancho Santa Margarita, CA 92688	949/635-1800 ext. 210
San Clemente	City Manager	100 Avenida Presidio San Clemente, CA 92672	949/361-8322
San Juan Capistrano	City Administrator	32400 Paseo Adelanto San Juan Capistrano, CA 92675	949/443-6317
Santa Ana	City Manager	20 Civic Center Plaza Santa Ana, CA 92701	714/647-5200
Seal Beach	City Manager	211 8th Street Seal Beach, CA 90740	562/431-2527 ext. 300
Stanton	City Manager	7800 Katella Avenue Stanton, CA 90680-3162	714/379-9222 ext. 240
Tustin	City Manager	300 Centennial Way Tustin, CA 92780	714/573-3010
Villa Park	City Manager	17855 Santiago Blvd. Villa Park, CA 92861	714/998-1500
West Cities Police Communications	West-Comm Administrator	911 Seal Beach Blvd. Seal Beach, CA 90740	562/594-7243
Westminster	City Manager	8200 Westminster Blvd. Westminster, CA 92683	714/898-3311 ext. 402
Yorba Linda	City Manager	4845 Casa Loma Avenue Yorba Linda, CA 92886	714/961-7110



## EXHIBIT B

### GENERAL DESCRIPTION OF SYSTEM EXTENSION AND PROJECT SCHEDULE

#### 1.0 Overview

The System Extension plan will focus on extending the life of the existing CCCS radio system by systematically replacing end-of-life equipment in strategic phases culminating in an upgrade to P25 compliance with the goal of continuing to provide quality radio communications to the law, fire, lifeguard and public works agencies in Orange County.

#### 2.0 Description of System Extension

- 2.1 *System Backbone* – Radio infrastructure equipment that is at or near the end of its expected life will be directly replaced with the current version of the same equipment that will maintain all existing features and functionalities and is able to work with the existing backhaul network. Specifically, this will involve the replacement of 565+ existing Quantar radio base stations and ancillary equipment at 25 radio sites with 800 MHz 3600 baud GTR8000 base stations and ancillary equipment. This will be accomplished in accordance with the following schedule:

System Backbone schedule:

Northwest Cell = 24 Quantars replaced in 2015  
Southwest Cell = 40 Quantars replaced in 2015  
Laguna Cell = 33 Quantars replaced in 2016  
Moorhead IR Site = 8 Quantars replaced in 2016  
North Cell = 105 Quantars replaced in 2016  
South Cell = 135 Quantars replaced in 2017  
Crystal Cove IR Site = 4 Quantars replaced in 2017  
Countywide Cell = 210 Quantars replaced in 2017  
Carbon Canyon IR Site = 3 Quantars replaced in 2017  
Silverado IR Site = 3 Quantars replaced in 2017

- 2.2 *Law Enforcement Dispatch Consoles* – Police Dispatch Gold Elite consoles will be out-of-service by the vendor in 2018 and will need to be replaced prior to 2018 to maintain the existing console priority feature once the system is upgraded to P25. Console priority is a feature unique to law enforcement dispatch and allows dispatch to have the ability to transmit and receive audio simultaneously and is an officer safety necessity. Existing Gold Elite Console equipment will be replaced with its successor console, the MCC7500. Due to the complexity of the replacement at each law dispatch center, only 6 dispatch centers can be upgraded each year. A schedule has been developed to address the 20 law dispatch centers on the system, as shown below.

Console schedule:

FY14/15 - Loma Ridge, Irvine, Laguna Beach, Huntington Beach

FY15/16 - Anaheim, Brea, West Comm, Santa Ana, Tustin

FY16/17 - Orange, Fullerton, Costa Mesa, Garden Grove, Westminster

FY17/18 - Placentia, La Palma, Newport Beach, Fountain Valley,  
Buena Park, La Habra

- 2.3 *System Field Equipment* – When the System Backbone is upgraded to the P25 standard in FY 2018/2019, all subscriber radio equipment will also need to be P25 capable. Subscriber radios that are capable of being upgraded will need to receive the software/firmware upgrade prior to the backbone upgrade. Older subscriber radio equipment that is not capable of being upgraded to the P25 standard will need to be replaced prior to the P25 upgrade. Each agency will be responsible for the purchase of either replacement radios, or the necessary subscriber upgrade package for upgradable radios.
- 2.4 *P25 Upgrade* – When all backbone sites and law dispatch consoles have completed their equipment replacement, the vendor will initiate the necessary equipment and software update to bring the system up to the 7.18 software platform for P25 compliance. This final phase of the System Extension plan is scheduled for FY 2018/2019.



## EXHIBIT C

### TOTAL ESTIMATED SYSTEM EXTENSION COST & ESTIMATED PARTY COST SHARE BY FISCAL YEAR

CITY/AGENCY	ESTIMATED COST								
	FY 15-16 Radio Counts			City/Agency Cost		Partnership Cost			TOTAL
	Upgrade (P25 Capable With Software Upgrade)	Replace (Upgrade To P25 Not Possible)	Total	Console Equipment	Radio Equipment*	FY 15-16 North & Laguna Cells	FY 16-17 South & Countywide Cells	FY 17-18 Remaining Backbone	
1. ALISO VIEJO	11	21	32	\$ -	\$ 138,650	\$ 7,028	\$ 18,930	\$ 43,599	\$ 208,308
2. ANAHEIM	432	1,351	1,783	1,928,869	8,602,600	391,545	1,054,758	2,429,268	14,407,241
3. BREA	62	302	364	648,137	1,663,300	78,891	215,328	495,936	3,322,593
4. BUENA PARK	76	258	334	589,804	1,635,400	73,276	197,582	455,062	2,931,124
5. COSTA MESA	105	523	628	680,354	3,258,750	137,968	371,502	855,628	5,304,197
6. CYPRESS	24	170	194	0	1,047,600	42,604	114,763	264,317	1,469,285
7. DANA POINT	15	49	64	0	311,250	14,054	37,860	67,198	450,382
8. FOUNTAIN VALLEY	45	204	249	443,290	1,275,750	54,702	147,269	339,253	2,260,284
9. FULLERTON	125	513	638	501,417	3,221,750	140,141	377,418	869,250	5,109,976
10. GARDEN GROVE	115	475	590	389,240	2,982,250	129,605	349,023	803,852	4,633,972
11. HUNTINGTON BEACH	452	820	1,272	1,097,718	5,439,800	276,398	752,468	1,733,051	9,302,436
12. IRVINE	111	503	614	432,209	3,145,650	134,878	363,220	836,551	4,912,508
13. LA HABRA	73	190	263	573,584	1,223,850	57,809	155,581	258,327	2,369,252
14. LA PALMA	31	51	82	166,901	341,650	18,008	46,508	111,722	686,789
15. LAGUNA BEACH	65	247	312	526,652	1,579,750	72,883	196,369	452,337	2,626,021
16. LAGUNA HILLS	4	41	45	0	250,600	9,875	26,620	61,311	348,407
17. LAGUNA NIGUEL	9	55	64	0	340,350	14,081	37,860	67,198	478,489
18. LAGUNA WOODS	2	4	6	0	26,300	1,330	3,549	6,175	39,354
19. LAKE FOREST	21	67	88	0	426,150	19,325	52,056	119,897	617,429
20. LOS ALAMITOS	15	45	60	0	287,250	13,176	35,494	61,748	417,668
21. METRONET	37	10	47	1,966,250	102,550	10,321	27,603	64,036	2,170,960
22. MISSION VIEJO	30	90	120	0	574,500	26,386	70,988	163,495	835,349
23. NEWPORT BEACH	438	401	839	532,934	2,909,700	164,290	496,322	1,143,105	5,266,351
24. ORANGE	115	514	629	598,012	3,216,250	137,889	372,094	856,988	5,181,233
25. PLACENTIA	30	107	137	413,090	676,500	30,119	81,044	186,657	1,367,410
26. RANCHO SANTA MARG	7	29	36	0	182,050	7,908	21,296	49,049	260,301
27. SAN CLEMENTE	12	97	109	0	595,800	23,931	64,460	148,508	832,719
28. SAN JUAN CAPISTRANO	6	33	39	0	204,900	8,525	23,071	53,136	266,632
29. SANTA ANA	219	818	1,037	591,620	5,159,850	227,713	613,451	1,412,872	8,005,596
30. SEAL BEACH	25	97	122	0	610,750	26,844	72,171	166,220	875,985
31. STANTON	10	63	73	0	389,500	16,051	43,184	99,480	548,195
32. TUSTIN	81	243	324	483,266	1,551,150	71,126	191,667	441,437	2,738,646
33. VILLA PARK	0	6	6	0	36,000	1,318	3,549	6,175	49,042
34. WEST-COMM	4	13	17	631,052	62,600	3,733	10,057	23,162	750,604
35. WESTMINSTER	73	274	347	549,621	1,727,950	76,137	205,273	472,774	3,031,755
36. YORBA LINDA	35	82	97	0	412,250	21,302	57,382	132,159	623,082
37. OCFA	950	663	1,613	3,217,500	6,270,500	397,622	1,072,505	2,470,142	13,426,269
38. OCTA	70	43	113	0	338,500	24,875	66,847	153,958	584,179
39. OC LIFEGUARD	7	47	54	438,900	290,050	11,865	31,944	73,573	846,333
40. IRVINE VLLY. CLLG. PD	16	0	16	0	16,400	3,527	9,465	21,799	53,192
41. SANTA ANA UNIF. SD. PD	51	2	53	0	70,650	11,639	31,353	72,210	165,852
42. SADDLEBACK CLLG. PD	18	0	18	0	20,700	3,953	10,648	24,524	59,825
43. CEO	1	1	2	0	7,150	439	1,163	2,725	11,497
44. DA	0	225	225	0	1,350,000	49,411	133,102	306,554	1,839,067
45. HCA	164	98	262	0	799,600	61,804	166,621	384,214	1,412,439
46. IWA	39	194	233	536,250	1,208,850	51,175	137,634	317,453	2,251,563
47. OC ANIMAL CONTROL	10	110	120	350,000	671,500	26,386	70,988	163,495	1,262,969
48. OC DANA POINT HARBOR	0	13	13	0	78,000	2,822	7,890	17,712	106,225
49. OC PARKS	131	248	379	0	1,638,650	83,218	224,203	516,373	2,462,443
50. OCPW	10	469	479	0	2,825,500	105,270	283,359	652,619	3,666,748
51. OCWR	59	3	62	0	85,850	13,602	36,677	64,473	220,602
52. PROBATION	177	435	612	0	2,613,550	134,695	362,037	833,826	4,144,108
53. SHERIFF	657	1,922	2,779	4,428,829	12,517,550	610,825	1,643,955	3,786,260	22,987,439
54. SSA	19	0	19	0	21,850	4,173	11,240	25,867	83,149
<b>TOTAL</b>						<b>\$ 4,162,452</b>	<b>\$ 11,211,905</b>	<b>\$ 25,822,727</b>	

The costs stated herein are estimated costs expressed as not to exceed amounts subject to the final system design.

\* It is recommended that the Partnership co-ordinate a bulk equipment purchase in FY 16-17.

\$41,197,084  
**PARTNERSHIP TOTAL**

January 2015



**EXHIBIT D**

**PARTICIPATING AGENCIES**

<b>AGENCY</b>	<b>RESPONSIBLE ADMINISTRATOR</b>	<b>ADDRESS</b>	<b>PHONE #</b>
Irvine Valley College Police Department	Police Chief	5500 Irvine Center Drive, Irvine CA 92618	949/451-5201
Orange County Transportation Authority	Administrator	600 S. Main Street, Orange CA 92868	714/560-6282
Saddleback College Police Department	Police Chief	28000 Marguerite Parkway, Mission Viejo CA 92692	949/582-4390
Santa Ana Unified School District Police Department	Police Chief	1601 E. Chestnut Avenue, Santa Ana CA 92701	714/558-5536
US Ocean Safety (OC Lifeguards)	President	34127 Pacific Coast Highway, Dana Point CA 92629	949/276-5050

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year set forth below their respective signatures.

**GOVERNANCE COMMITTEE**

Print Name: John Pietig  
800 MHz CCCS Governance Committee Chair

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

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

**NEW PARTICIPATING AGENCY**

Print Name: PETER HAROASH

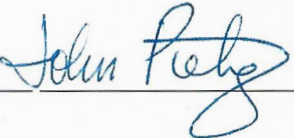
Signature:  \_\_\_\_\_

Date: 9/21/17

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year set forth below their respective signatures.

**GOVERNANCE COMMITTEE**

Print Name: John Pietig  
800 MHz CCCS Governance Committee Chair

Signature: 

Date: 11/7/17

**NEW PARTICIPATING AGENCY**

Print Name: \_\_\_\_\_

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

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

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

To:	Board of Trustees	Date:	May 14, 2018
Re:	Approval of Agreement with Motorola Solutions for APX 4000 Radio		
Action:	Request for Approval		

**BACKGROUND**

The Public Safety Task Force recommended improving interoperability by transitioning to the 800MHz countywide coordinated communication system (CCCS). The Rancho Santiago Community College District (RSCCD) is approved to participate in the CCCS, which is utilized by law enforcement agencies, fire departments, public works agencies and other government entities to improve mobile communication throughout Orange County. The CCCS system requires participating users to purchase radios through Motorola solutions.

**ANALYSIS**

To improve interoperability the RSCCD District Safety Department requires 800MHZ compatible radios and associated equipment to participate in the CCCS 800MHz program. The county has selected Motorola solutions to provide this service for CCCS participating users. Motorola solutions partners with Orange Counties participating users and agrees to offer equipment and contract prices to any other public agency (i.e., city, district, public authority, public agency, and other political sub-division or public corporation of California). Each agency may contract directly through Motorola for equipment as required. All equipment offered through Motorola solutions meets the operational requirements established by the 800MHz CCCS Governance Committee and 800MHz Users Group for system compatibility. All 800MHz radios provides countywide agency interoperability, expanded coverage throughout the County, improved emergency response for all citizens in Orange County, and increases personnel safety and productivity. Additionally, the radio equipment enhances mutual aid communications capability and improves the ability to respond to major disasters (i.e., fires, floods). The RSCCD District Safety and Security Department requires 35 800MHz radios and associated equipment. This equipment will provide effective and reliable radio communications for routine interagency operations as well as interagency communications throughout the region during mutual aid and disaster operations. The cost of each APX 4000 radio is \$4,365.05 and associated equipment for 35 radio is \$10,327.00. The total cost of 35 800MHZ radios and associated equipment is 175,744.29.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Agreement with Motorola Solutions and the Rancho Santiago Community College District as presented.

Fiscal Impact:	Estimated \$175,744.29	Board Date:	May 14, 2018
Prepared by:	Toni Bland, Chief District Safety and Security		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		



Motorola Solutions  
 10680 Treena Street, Suite 200  
 San Diego, Ca 92131

Attention: Kim Caplan      Quote: APX4000 050418 BFS  
 Phone: 858-442-3979  
[Kim.caplan@motorolasolutions.com](mailto:Kim.caplan@motorolasolutions.com)

PREPARED FOR: **Toni Bland**  
 AGENCY : **Rancho Santiago Community College**

### Equipment Details and Pricing

<u>Qty:</u>	<u>Model</u>	<u>Description</u>	<u>List Price</u>	<u>Price Book</u>	<u>Extended</u>
<b>APX4000 MODEL III WITH ENCRYPTION</b>					
35	H51UCH9PW7 N	APX 4000 7/800 MHZ MODEL 3 PORTABLE	\$ 6,515.00	\$ 4,365.05	\$152,776.75
35	QA02812	APX4000 3600 AND 9600 INTEROP			
35	QA04865	ADD:TWO KNOB CONFIGURATION			
35	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION			
35	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
35	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY			
35	QA01770	ENHANCEMENT LEVEL 1			
35	QA00582	ALT: IMPRES LI-ION 2300MAH UL			
35	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE			
35	NNTN8560A	BATT IMPRES LIION TIA4950 IP67 2500T	\$ 155.00	\$ 124.00	\$4,340.00
35	WPLN4232A	SINGLE UNIT CHARGER	\$ 69.25	\$ 55.40	\$1,939.00
2	WPLN4219B	SIX BANK CHARGER	\$ 715.00	\$ 572.00	\$1,144.00
30	PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK	\$ 121.00	\$ 96.80	\$2,904.00

Pricing per Orange County Price Book Agreement # MA-060-15011560

**QUOTE TERMS AND CONDITIONS :**

- 1) Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
- 2) Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 3) Prices quoted are valid for thirty(30) days from the date of this quote.
- 4) Unless otherwise stated, payment will be due within thirty days after invoice.
- 5) The information provided in this quote is provided for budgetary purposes only, and does not constitute an offer to sell or license any Motorola product

<b>Subtotal</b>	<b>\$163,103.75</b>
<b>Tax</b>	<b>\$12,640.54</b>
<b>Shipping</b>	<b>_____</b>
<b>Total</b>	<b>\$175,744.29</b>

Purchase Order List

03/25/2018 thru 04/21/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-B0001394	3/27/2018	79	A&R Office - Credit	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-B0001395	3/27/2018	71	Student Life & Leadership	Other Operating Exp & Services	HAWK BOOKSTORE	2,000.00
18-B0001396	4/9/2018 1	79	Auxiliary Services Office	Equip-All Other >\$1,000<\$5,000	MING TZE LIU	4,008.17
18-B0001397	4/10/2018	71	Student Life & Leadership	Other Operating Exp & Services	SEHI COMPUTER PRODUCTS	805.70
18-B0001398	4/10/2018	71	Student Activities	Other Operating Exp & Services	IMAGE PRINTING SOLUTIONS	1,300.00
18-B0001399	4/10/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	VARSITY BRANDS HOLDING CO INC	124.24
18-B0001400	4/12/2018	79	Auxiliary Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	17,506.42
18-B0001401	4/16/2018	79	Auxiliary Services Office	Non-Instructional Supplies	DON BOOKSTORE	2,366.00
18-B0001402	4/16/2018	71	Student Life & Leadership	Other Operating Exp & Services	UNIVERSAL ATHLETIC SERVICES INC	2,231.94
18-P0051113	3/26/2018	13	Student Services Office	Equip-All Other >\$200 < \$1,000	KRUEGER INTERNATIONAL INC.	1,135.05
18-P0051114	3/26/2018	12	Student Equity	Food and Food Service Supplies	EDITH D. AHUMADA	336.48
18-P0051115	3/26/2018	11	Kinesiology - Admin Office	Equip-All Other >\$1,000<\$5,000	WENGER CORP	4,420.99
18-P0051116	3/26/2018	12	EOPS	Books Paid for Students	DON BOOKSTORE	13,340.00
18-P0051117	3/26/2018	12	Special Services Office	Food and Food Service Supplies	CHEFS CATERING AND EVENT PLANNING	705.76
18-P0051118	3/26/2018	12	EOPS	Other Exp Paid for Students	WORKING WARDROBES FOR A NEW START	675.00
18-P0051119	3/26/2018	12	Automotive Technology/Engine	Instructional Supplies	WINNER'S CIRCLE SPEED & CUSTON INC	12,631.80
18-P0051120	3/26/2018	12	Distance Education	Inst Dues & Memberships	CCCDECO	100.00
18-P0051121	3/26/2018	12	Center for Teacher Education	Transportation - Student	SILVERADO STAGES, INC.	517.13
18-P0051122	3/26/2018	12	MESA	Awards & Incentives	AD INFIN ITEM	371.54
18-P0051123	3/26/2018	12	Upward Bound	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	2,569.60
18-P0051124	3/26/2018	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	356.27
18-P0051125	3/26/2018	13	Student Services Office	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	592.63
18-P0051126	3/26/2018	12	Academic Computing	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	477.58
18-P0051127	3/26/2018	12	Academic Computing	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	422.60
18-P0051128	3/26/2018	13	Public Affairs/Gov Rel Office	Community/Public Relations	GARDEN GROVE STRAWBERRY FESTIVAL ASSOC	480.00
18-P0051129	3/26/2018	12	Business Division Office	Instructional Supplies	THE ROBOT MARKETPLACE, LLC	300.02
18-P0051130	3/26/2018	12	Engineering	Non-Instructional Supplies	PARALLAX INC	61.15
18-P0051131	3/26/2018	13	Occupational Therapy	Advertising	MICHELLE R. PAROLISE	500.00
18-P0051132	3/26/2018	12	Kinesiology - Intercoll Athlet	Instructional Supplies	INTERNATIONAL E-Z UP INC	973.75
18-P0051133	3/26/2018	12	Biology	Equip-All Other > \$5,000	FISHER SCIENTIFIC	12,382.79
18-P0051134	3/26/2018	11	District Wide Technology	Non-Instructional Supplies	CABLE EXPRESS CORP	27,476.25
18-P0051135	3/26/2018	33	CDC Santa Ana College	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,082.89
18-P0051136	3/26/2018	11	Distance Education	Equip-All Other >\$200 < \$1,000	DELL COMPUTER	932.19
18-P0051137	3/26/2018	12	Automotive Technology/Engine	Books, Mags & Subscrip-Non-Lib	UBM	1,552.72
18-P0051138	3/26/2018	12	Special Services Office	Advertising	EAGLE GRAPHICS INC	5,256.90
18-P0051139	3/26/2018	11	International Student Program	Non-Instructional Supplies	A STITCH ABOVE LLC	1,625.09
18-P0051140	3/26/2018	11	Facility Planning Office	Reproduction/Printing Expenses	AMERICAN REPROGRAPHICS CO LLC	147.75

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051141	3/26/2018	12	EOPS	Fees Paid for Students	PHI THETA KAPPA	190.00
18-P0051142	3/26/2018	12	EOPS	Fees Paid for Students	ALPHA GAMMA SIGMA HONOR SCHOLARSHIP SOCIETY	60.00
18-P0051143	3/26/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	INTERNATIONAL E-Z UP INC	552.64
18-P0051144	3/26/2018	12	Special Services Office	Supplies Paid for Students	DON BOOKSTORE	660.00
18-P0051145	3/26/2018	12	Special Services Office	Non-Instructional Supplies	PAPER DIRECT	137.61
18-P0051146	3/26/2018	12	EOPS	Advertising	EAGLE GRAPHICS INC	492.94
18-P0051147	3/26/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	700.00
18-P0051149	3/26/2018	12	Counseling	Food and Food Service Supplies	JAY'S CATERING	1,417.65
18-P0051150	3/26/2018	13	Student Services Office	Equip-All Other >\$200 < \$1,000	KRUEGER INTERNATIONAL INC.	1,810.20
18-P0051151	3/26/2018	12	Student Equity	Non-Instructional Supplies	PBS VIDEO	250.00
18-P0051152	3/26/2018	11	Fine & Performing Arts Office	Maint Contract - Office Equip	HARLAND TECHNOLOGY SVCS	144.00
18-P0051153	3/26/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	36,784.38
18-P0051154	3/26/2018	13	Educational Services Office	Contracted Services	ADIRECTIONS INC	6,775.00
18-P0051155	3/26/2018	41	Facility Planning Office	Buildings - Land Survey	DEREK MCGREGOR	11,440.00
18-P0051156	3/26/2018	13	Maintenance	Contracted Services	TRI-SIGNAL INTEGRATION INC	2,275.00
18-P0051157	3/26/2018	12	Biology	Instructional Supplies	VWR FUNDING INC	1,642.89
18-P0051158	3/26/2018	12	Biology	Instructional Supplies	MODERN BIOLOGY INC	207.83
18-P0051159	3/26/2018	12	Biology	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	254.56
18-P0051160	3/26/2018	12	Business Division Office	Instructional Supplies	SPARK FUN ELECTRONICS INC	252.04
18-P0051161	3/27/2018	12	Resource Development	Contracted Services	CHRISTINE ELIZABETH FRIEND	20,000.00
18-P0051162	3/27/2018	12	Resource Development	Contracted Services	RITA JONES	45,000.00
18-P0051163	3/27/2018	12	Resource Development	Contracted Services	SUSAN M. COLEMAN	45,000.00
18-P0051164	3/27/2018	12	Student Equity	Conference Expenses	FOUNDATION FOR CALIFORNIA	295.00
18-P0051165	3/27/2018	12	Center for Teacher Education	Other Exp Paid for Students	NEWPORT BAY CONSERVANCY	450.00
18-P0051166	3/27/2018	12	Student Equity	Food and Food Service Supplies	ALBERTSON'S/SAFEWAY	250.00
18-P0051167	3/27/2018	11	Kinesiology - Admin Office	Reproduction/Printing Expenses	RSCCD	44.61
18-P0051168	3/27/2018	12	Manufacturing Technology	Non-Instructional Supplies	WELLS FARGO BANK	202.50
18-P0051169	3/27/2018	12	Manufacturing Technology	Non-Instructional Supplies	WELLS FARGO BANK	211.94
18-P0051170	3/27/2018	11	Fire Technology	Rental - Other (Short-term)	TERESA A. WANN	871.81
18-P0051171	3/27/2018	12	Academic Affairs Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	497.37
18-P0051172	3/27/2018	12	Academic Affairs Office	Instructional Supplies	KLINGER EDUCATIONAL PRODUCTS	569.44
18-P0051173	3/27/2018	12	Manufacturing Technology	Non-Instructional Supplies	AMAZON COM	12.18
18-P0051174	3/27/2018	12	Manufacturing Technology	Non-Instructional Supplies	WELLS FARGO BANK	266.36
18-P0051175	3/27/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	3,948.72
18-P0051176	3/27/2018	12	Manufacturing Technology	Non-Instructional Supplies	WELLS FARGO BANK	143.56
18-P0051177	3/27/2018	12	Biology	Instructional Supplies	VWR FUNDING INC	1,872.16
18-P0051179	3/27/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	4,773.35

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051180	3/27/2018	12	Manufacturing Technology	Non-Instructional Supplies	WELLS FARGO BANK	286.85
* 18-P0051181	3/27/2018	11	Business Division Office	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	2,215.26
* 18-P0051181	3/27/2018	12	Engineering	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	2,215.26
PO Amt Total for *18-P0051181 :						4,430.52
18-P0051182	3/27/2018	11	Maintenance & Operations	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	2,448.00
18-P0051183	3/27/2018	12	Distance Education	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	2,602.00
18-P0051184	3/27/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	SPORTS PAGE SOCCER WAREHOUSE	922.48
18-P0051185	3/27/2018	12	Academic Affairs Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	1,790.53
18-P0051186	3/27/2018	12	Corporate Training Institute	Contracted Services	EDUCATIONAL TESTING SVC	775.00
18-P0051187	3/27/2018	12	Resource Development	Contracted Services	GREANEY KATHLEEN CORINNE	390.55
18-P0051188	3/27/2018	12	Academic Affairs Office	Instructional Supplies	AD INSTRUMENTS	8,096.91
18-P0051189	3/27/2018	11	Chancellor's Office	Books, Mags & Subscrip-Non-Lib	WELLS FARGO BANK	88.00
18-P0051190	3/27/2018	12	Athletics	Instructional Supplies	LOCOCO SPORTS INC	146.54
18-P0051191	3/27/2018	13	Santiago Canyon College	Non-Instructional Supplies	DON BOOKSTORE	134.69
* 18-P0051192	3/27/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	78,177.81
* 18-P0051192	3/27/2018	13	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	310,626.50
PO Amt Total for *18-P0051192 :						388,804.31
* 18-P0051193	3/27/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	21,364.62
* 18-P0051193	3/27/2018	13	Administrative Services Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	220,942.69
PO Amt Total for *18-P0051193 :						242,307.31
18-P0051194	3/28/2018	33	EHS Santa Ana College	Non-Instructional Supplies	SMART & FINAL	200.00
18-P0051195	3/28/2018	12	Theatre Arts	Instructional Supplies	PCE PRODUCTIONS INC. PACIFIC COAST ENTERTAINMENT	426.15
18-P0051196	3/28/2018	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	525.12
18-P0051197	3/28/2018	11	Information Tech Svcs Office	Conference Expenses	CHABOT-LAS POSITAS COMMUNITY COLLEG	75.00
18-P0051198	3/28/2018	33	EHS Administration	Conference Expenses	CCDAA CALIF CHILD DEV ADMIN ASSOC	269.00
18-P0051199	3/28/2018	33	CDC Santa Ana College	Instructional Supplies	SMART & FINAL	200.00
18-P0051200	3/28/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	KELLY PAPER	2,473.94
18-P0051201	3/28/2018	33	EHS Santa Ana College	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0051202	3/28/2018	12	Business Division Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,625.16
18-P0051203	3/28/2018	12	Financial Aid Office	Non-Instructional Supplies	DON BOOKSTORE	200.00
18-P0051204	3/28/2018	12	Human Resources Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00

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Legend: \* = Multiple Funds for this P.O.



Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051205	3/28/2018	11	Publications	Non-Instructional Supplies	KELLY PAPER	1,206.80
18-P0051206	3/28/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	2,500.00
18-P0051207	3/28/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	750.00
18-P0051208	3/28/2018	11	Admin Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	513.94
18-P0051209	3/28/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	7,500.00
18-P0051210	3/28/2018	12	Geology	Instructional Supplies	FISHER SCIENTIFIC	11,424.82
18-P0051211	3/28/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	RETRO-TEK ENERGY SERVICES, INC.	333,999.00
18-P0051212	3/28/2018	12	Student Equity	Conference Expenses	FOUNDATION FOR CALIFORNIA	295.00
18-P0051213	3/28/2018	41	Facility Planning Office	Bldg Impr - Commissioning	SINDONI CONSULTING &	33,170.00
18-P0051214	3/28/2018	11	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	1,500.00
18-P0051215	3/28/2018	11	Fine & Performing Arts Office	Rental - Other (Short-term)	MANZANITA SELF STORAGE LLC	3,528.00
18-P0051216	3/28/2018	13	Maintenance	Maint/Oper Service Agreements	CONTROL MAINTENANCE & REPAIR INC	6,120.00
18-P0051217	3/28/2018	13	Public Affairs/Gov Rel Office	Contracted Services	AAA FLAG AND BANNER	2,050.00
18-P0051218	3/28/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	451.36
18-P0051219	3/28/2018	12	Academic Affairs Office	Food and Food Service Supplies	GREAT FOOD FORE THOUGHT, INC	4,725.00
18-P0051220	3/29/2018	11	Networking	Online Training Courses	LOOP1 SYSTEMS INC	5,000.00
18-P0051221	3/29/2018	13	Maintenance	Non-Instructional Supplies	PIONEER MANUFACTURING COMPANY INC.	320.92
18-P0051222	3/29/2018	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	690.00
18-P0051223	3/29/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,560.16
18-P0051224	3/29/2018	11	Maintenance & Operations	Contracted Repair Services	SUNBELT CONTROLS INC	999.00
18-P0051225	3/29/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,582.06
18-P0051226	3/29/2018	12	Distance Education	Instructional Supplies	B & H PHOTO VIDEO INC	807.96
18-P0051227	3/29/2018	12	Automotive Technology/Engine	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	3,360.90
18-P0051228	3/29/2018	11	Mailroom	Contracted Repair Services	SOUTHWEST TOYOTA LIFT	7,618.75
18-P0051229	3/29/2018	13	President's Office	Conference Expenses	ACBO ASSOC OF CHIEF	775.00
18-P0051230	3/29/2018	11	Maintenance	Contracted Repair Services	SUPERIOR ELECTRIC MOTOR SERVICE INC	2,000.00
18-P0051231	3/29/2018	33	EHS Administration	Instructional Supplies	YOUNG PS ACQUISITIONS, LLC	120.90
18-P0051232	3/29/2018	11	Admin Services Office	Public Agencies' Assess & Fees	CITY OF ORANGE	100.00
18-P0051233	3/29/2018	12	Automotive Technology/Engine	Equip-All Other > \$5,000	MYERS TIRE SUPPLY DISTRIBUTION INC	5,603.00
18-P0051234	3/29/2018	12	MESA	Other Participant Travel Exp	CATHERINE M. SHAFFER	8,953.85
18-P0051235	3/29/2018	12	MESA	Conference Expenses	CATHERINE M. SHAFFER	914.61
18-P0051236	3/29/2018	33	EHS Administration	Instructional Supplies	BOOKS BY THE BUSHEL, LLC	717.64
18-P0051237	4/2/2018	1	Kinesiology - Intercoll Athlet	Software License and Fees	DAVID B. BREIG	497.00
18-P0051238	4/2/2018	1	Grounds	Non-Instructional Supplies	ALAN'S LAWNMOWER & GARDEN CTR	1,000.00
18-P0051239	4/2/2018	1	Grounds	Non-Instructional Supplies	ORANGE COUNTY FARM SUPPLY	1,000.00
18-P0051240	4/2/2018	1	Maintenance	Repair & Replacement Parts	HOME DEPOT	2,800.00
18-P0051241	4/2/2018	1	Grounds	Non-Instructional Supplies	SITONE LANDSCAPE SUPPLY HOLDING LLC	1,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051242	4/2/2018	1 33	CDC Santiago Canyon College	Non-Instructional Supplies	HOME DEPOT	300.00
18-P0051243	4/2/2018	1 41	Facility Planning Office	Software License and Fees	PRESIDIO NETWORKED SOLUTIONS	1,073.10
18-P0051245	4/2/2018	1 11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	85.98
18-P0051246	4/2/2018	1 13	Maintenance	Contracted Repair Services	PYRO-COMM SYSTEMS INC	2,845.20
18-P0051247	4/2/2018	1 13	Santiago Canyon College	Contracted Services	SOUTHLAND INSTRUMENTS	8,450.00
18-P0051248	4/2/2018	1 11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	1,921.60
18-P0051249	4/2/2018	1 12	Nursing	Equip-All Other >\$200 < \$1,000	LAERDAL MEDICAL CORP	985.85
18-P0051250	4/2/2018	1 13	CJ/Academies	Instructional Supplies	PURELAND SUPPLY LLC	4,253.96
18-P0051251	4/2/2018	1 12	Short-Term Vocational	Equip-Fed Prgm >\$1,000< \$5,000	SCHOOL NURSE SUPPLY INC	1,718.61
18-P0051252	4/2/2018	1 13	Student Services Office	Equip-All Other >\$200 < \$1,000	CDW GOVERNMENT INC.	517.15
18-P0051253	4/2/2018	1 11	Purchasing	Equip-All Other >\$200 < \$1,000	LOCTEK ERGONOMIC	1,239.07
18-P0051254	4/2/2018	1 11	District Wide Technology	Non-Instructional Supplies	B & H PHOTO VIDEO INC	1,006.23
18-P0051255	4/2/2018	1 11	President's Office	Conference Expenses	CCLC COMMUNITY COLLEGE LEAGUE	995.00
18-P0051256	4/2/2018	1 12	Television (TV/Film/Video)	Instructional Supplies	AMAZON COM	393.18
18-P0051257	4/3/2018	1 41	Facility Planning Office	Buildings - Other Services	HEDRICK FIRE PROTECTION	650.00
18-P0051258	4/3/2018	1 11	Student Activities	Contracted Services	WHITE DOVE RELEASE	425.00
18-P0051259	4/3/2018	1 12	Health & Wellness Center	Conference Expenses	NATIONAL BEHAVIOR INTERVENTION TEAM ASSOC	569.00
18-P0051260	4/3/2018	1 12	Manufacturing Technology	Non-Instructional Supplies	WELLS FARGO BANK	31.80
18-P0051261	4/3/2018	1 12	Research	Conference Expenses	ROBERT A. SAGEHORN	1,410.00
18-P0051262	4/3/2018	1 11	District Wide Technology	Contracted Services	ONSSI GLOBAL PROFESSIONAL SVCS INC	12,500.00
18-P0051263	4/3/2018	1 11	District Wide Technology	Equip-All Other > \$5,000	KLM INC	30,250.00
18-P0051264	4/3/2018	1 12	Financial Aid Office	Food and Food Service Supplies	THE HABIT RESTAURANT, LLC	5,288.83
18-P0051265	4/3/2018	1 12	Automotive Technology/Engine	Contracted Repair Services	ONFOOT ENTERPRISES INC	360.00
18-P0051266	4/4/2018	1 12	Resource Development	Conference Expenses	WELLS FARGO BANK	291.97
18-P0051267	4/4/2018	1 13	Santiago Canyon College	Non-Instructional Supplies	CRESTLINE CO INC	1,720.55
18-P0051268	4/4/2018	1 13	Student Services Office	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	1,616.25
18-P0051269	4/4/2018	1 11	Public Affairs/Gov Rel Office	Equip-All Other >\$200 < \$1,000	KRUEGER INTERNATIONAL INC.	2,782.11
18-P0051270	4/4/2018	1 12	Career Ed & Work Dev Office	Food and Food Service Supplies	MICHELLE A. HARDY	279.15
18-P0051271	4/4/2018	1 12	Counseling	Food and Food Service Supplies	JAY'S CATERING	409.65
18-P0051272	4/4/2018	1 11	Library Services	Library Books - Databases	PROQUEST LLC	514.22
18-P0051273	4/4/2018	1 12	Biology	Instructional Supplies	COUNTY OF ORANGE	110.00
18-P0051274	4/4/2018	1 12	Fresh Exp/Learning Communities	Food and Food Service Supplies	JAY'S CATERING	296.31
18-P0051275	4/4/2018	1 13	Santiago Canyon College	Advertising	PANDORA MEDIA INC.	14,000.00
18-P0051276	4/4/2018	1 41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	5,263.32
18-P0051277	4/4/2018	1 12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	44.96
18-P0051278	4/4/2018	1 12	Transfer Center	Non-Instructional Supplies	MICHAEL J MACKENZIE	2,498.08
18-P0051279	4/4/2018	1 11	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	180.67

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051280	4/4/2018	12	Fresh Exp/Learning Communities	Food and Food Service Supplies	JAY'S CATERING	292.86
18-P0051281	4/4/2018	13	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	6,000.00
18-P0051282	4/4/2018	13	Public Affairs/Gov Rel Office	Community/Public Relations	SANTA ANA CHAMBER OF COMMERCE	900.00
18-P0051283	4/4/2018	12	Public Affairs/Gov Rel Office	Advertising	PANDORA MEDIA INC.	10,000.01
18-P0051284	4/4/2018	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	24.24
18-P0051285	4/4/2018	12	Student Development	Food and Food Service Supplies	SANTIAGO HILLS AUTO SPA INC	800.00
18-P0051286	4/4/2018	12	Public Affairs/Gov Rel Office	Advertising	LIBERMAN BROADCASTING INC	8,004.00
18-P0051287	4/4/2018	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	693.55
18-P0051288	4/4/2018	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	700.00
18-P0051289	4/4/2018	12	Transfer Center	Food and Food Service Supplies	ARAMARK CORPORATION	281.23
18-P0051290	4/4/2018	33	CDC Santa Ana College - East	Instructional Supplies	SMART & FINAL	500.00
18-P0051291	4/4/2018	13	Student Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
18-P0051292	4/4/2018	12	Talent Search	Food and Food Service Supplies	SMART & FINAL	600.00
18-P0051293	4/4/2018	11	Student Services Office	Contracted Services	COMMUNITY COLLEGE SEARCH SVCS	14,500.00
18-P0051294	4/4/2018	11	Maintenance & Operations	Contracted Services	QUEZADA PRO LANDSCAPE INC	995.00
18-P0051295	4/4/2018	12	Professional Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	95.00
18-P0051296	4/4/2018	12	Student Equity	Contracted Services	SANTA ANA HIGH SCHOOL MARCHING BAND BOOSTERS	300.00
18-P0051297	4/4/2018	12	Student Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	830.76
18-P0051298	4/4/2018	13	Public Affairs/Gov Rel Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,300.00
18-P0051299	4/4/2018	41	Facility Planning Office	Buildings - Contractor Svcs	HEDRICK FIRE PROTECTION	650.00
18-P0051300	4/4/2018	12	Student Services Office	Food and Food Service Supplies	SMART & FINAL	200.00
18-P0051301	4/4/2018	12	Library Services	Instructional Supplies	AMAZON COM	291.74
18-P0051302	4/4/2018	12	Distance Education	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	963.00
18-P0051303	4/9/2018	12	Academic Affairs Office	Conference Expenses	PALOMAR COLLEGE/TTIP SOUTH PROJECT	300.00
18-P0051304	4/9/2018	12	Manufacturing Technology	Non-Instructional Supplies	WELLS FARGO BANK	1,386.27
18-P0051305	4/9/2018	13	Santiago Canyon College	Equip-All Other >\$200 < \$1,000	HOME DEPOT	1,967.52
18-P0051306	4/9/2018	12	Talent Search	Conference Expenses	COLLEGE BOARD	1,275.00
18-P0051307	4/9/2018	11	Maintenance & Operations	Contracted Services	TSCM CORPORATION	985.00
18-P0051308	4/9/2018	62	Risk Management	Self Insurance Claims	PROACTIVE WORK HEALTH MEDICAL CENTER, INC	671.26
18-P0051309	4/9/2018	12	Orange Educ Ctr-Instruction	Contracted Services	D4 SOLUTIONS INC.	1,325.00
18-P0051310	4/9/2018	12	Orange Educ Ctr-Instruction	Contracted Services	COAST ELECTRIC	490.44
18-P0051311	4/9/2018	41	Facility Planning Office	Bldg Impr - CEQA	LSA ASSOCIATES INC	14,858.00
18-P0051312	4/10/2018	11	Accounting	Conference Expenses	COMMUNITY COLLEGE INTERNAL AUDITORS	85.00
18-P0051313	4/10/2018	11	Accounting	Conference Expenses	ERIKA ALMARAZ	244.87
18-P0051314	4/10/2018	12	Student Development	Conference Expenses	CSU SAN MARCOS	155.00
18-P0051315	4/10/2018	12	Student Development	Conference Expenses	SOON & CHONG ENTERPRISES INC	305.80
18-P0051316	4/10/2018	12	Student Development	Conference Expenses	SOON & CHONG ENTERPRISES INC	152.90

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Purchase Order List

03/25/2018 thru 04/21/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051317	4/10/2018	12	Student Development	Conference Expenses	SOON & CHONG ENTERPRISES INC	152.90
18-P0051318	4/10/2018	13	Maintenance	Non-Instructional Supplies	REGENCY LIGHTING	4,000.00
18-P0051319	4/10/2018	13	Maintenance	Non-Instructional Supplies	IRVINE PIPE SUPPLY	2,500.00
18-P0051320	4/10/2018	11	Maintenance	Non-Instructional Supplies	GRAINGER	4,000.00
18-P0051321	4/10/2018	13	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	18,000.00
18-P0051322	4/10/2018	11	Grounds	Non-Instructional Supplies	HOME DEPOT	2,000.00
18-P0051323	4/10/2018	12	Media Systems	Instructional Supplies	HOME DEPOT	2,000.00
18-P0051324	4/10/2018	12	Media Systems	Instructional Supplies	GRAINGER	2,000.00
18-P0051325	4/10/2018	12	Media Systems	Instructional Supplies	TROXELL COMM INC	4,000.00
18-P0051326	4/10/2018	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	4,000.00
18-P0051327	4/10/2018	12	Student Development	Conference Expenses	CSU SAN MARCOS	155.00
18-P0051328	4/10/2018	33	CDC Santa Ana College - East	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,000.00
18-P0051329	4/10/2018	12	Student Development	Conference Expenses	CSU SAN MARCOS	155.00
18-P0051330	4/10/2018	12	Continuing Education Division	Contracted Services	QUALITY OFFICE FURNISHINGS INC	614.04
18-P0051331	4/10/2018	11	Admissions & Records	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	826.42
18-P0051332	4/10/2018	12	Business Division Office	Instructional Supplies	GRAINGER	227.84
18-P0051333	4/10/2018	12	Student Equity	Conference Expenses	UC REGENTS	7,959.82
18-P0051334	4/10/2018	12	Academic Affairs Office	Instructional Supplies	KELLY PAPER	2,473.94
18-P0051335	4/10/2018	11	Warehouse	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	983.97
18-P0051336	4/10/2018	13	Nursing	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	4,426.55
18-P0051337	4/10/2018	12	Art	Instructional Supplies	DRAFTINGSTEALS	2,797.55
18-P0051338	4/10/2018	13	Workforce Education	Non-Instructional Supplies	HAGGARTY PRINTING INC	2,207.78
18-P0051339	4/10/2018	11	Nursing	Equip-All Other >\$200 < \$1,000	KRUEGER INTERNATIONAL INC.	1,186.12
18-P0051340	4/10/2018	12	Student Equity	Transportation - Student	SILVERADO STAGES, INC.	701.00
18-P0051341	4/10/2018	12	Professional Development	Food and Food Service Supplies	SMART & FINAL	406.00
18-P0051342	4/10/2018	12	Safety & Parking - DO	Lease Agreement - Facility	COUNTY OF ORANGE	631.20
18-P0051343	4/10/2018	11	District Wide Technology	Contracted Services	SECTORPOINT INC	12,675.00
18-P0051344	4/10/2018	13	Operations	Trash Disposal	CR & R INC	1,400.00
18-P0051345	4/11/2018	13	Student Services Office	Equip-Mod Furn>\$1,000 < \$5,000	KRUEGER INTERNATIONAL INC.	2,386.15
18-P0051346	4/11/2018	12	Professional Development	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	277.75
18-P0051347	4/11/2018	11	Library Services	Non-Instructional Supplies	AMAZON COM	311.89
18-P0051348	4/11/2018	12	Student Development	Transportation - Student	SILVERADO STAGES, INC.	4,500.00
18-P0051349	4/11/2018	12	Auxiliary Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	103.44
18-P0051350	4/11/2018	12	Transfer Center	Food and Food Service Supplies	SMART & FINAL	250.00
18-P0051351	4/11/2018	13	Student Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	243.99
18-P0051352	4/11/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	ORTHOPEDIC OUTFITTERS, INC	1,321.14
18-P0051353	4/11/2018	12	Biology	Equip-All Other >\$1,000<\$5,000	FISHER SCIENTIFIC	20,725.59

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051354	4/11/2018	12	Transfer Center	Non-Instructional Supplies	MICHAEL J MACKENZIE	400.00
18-P0051355	4/11/2018	12	Transfer Center	Food and Food Service Supplies	CMA RESTAURANTS INC	350.00
18-P0051356	4/11/2018	12	Library Services	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,120.17
18-P0051357	4/11/2018	12	Student Equity	Conference Expenses	200 MARINA BLVD BERKELEY LLC	658.82
18-P0051358	4/11/2018	11	Maintenance & Operations	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	3,257.00
18-P0051359	4/11/2018	11	Maintenance & Operations	Non-Instructional Supplies	MORSCO SUPPLY, LLC	254.31
18-P0051360	4/11/2018	12	Outreach	Food and Food Service Supplies	SMART & FINAL	800.00
18-P0051361	4/11/2018	12	Puente	Books Paid for Students	DON BOOKSTORE	1,066.00
18-P0051362	4/11/2018	13	Educational Services Office	Contracted Services	POLITICAL DATA INC	1,300.80
18-P0051363	4/11/2018	12	ULINK	Transportation - Student	SILVERADO STAGES, INC.	2,205.00
18-P0051364	4/11/2018	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	CR & R INC	186.96
18-P0051365	4/11/2018	13	Public Affairs/Gov Rel Office	Community/Public Relations	GARDEN GROVE CHAMBER	50.00
18-P0051366	4/11/2018	12	Human Svcs & Technology Office	Instructional Supplies	CHANTAL E. LAMOURELLE	28.51
18-P0051367	4/11/2018	12	EOPS	Transportation - Student	SILVERADO STAGES, INC.	740.25
18-P0051368	4/11/2018	12	Center for Teacher Education	Transportation - Student	GOLD COAST TOURS	711.78
18-P0051369	4/11/2018	12	Outreach	Food and Food Service Supplies	MY TY INC	1,875.00
18-P0051370	4/11/2018	12	Fresh Exp/Learning Communities	Non-Instructional Supplies	DON BOOKSTORE	250.00
18-P0051372	4/11/2018	11	Public Affairs/Gov Rel Office	Advertising	CSU FULLERTON	850.00
18-P0051373	4/11/2018	13	Public Affairs/Gov Rel Office	Advertising	VIET BAO DAILY NEWS INC	1,400.00
18-P0051374	4/11/2018	13	Santiago Canyon College	Contracted Services	MODERNTHINK LLC	1,135.00
18-P0051375	4/11/2018	12	Outreach	Transportation - Student	CERTIFIED TRANSPORTATIONS	580.75
18-P0051376	4/11/2018	11	American Sign Language	Contracted Services	LINGUABEE LLC	180.53
18-P0051377	4/11/2018	13	Public Affairs/Gov Rel Office	Community/Public Relations	OC HISPANIC CHAMBER OF COMMERCE	900.00
18-P0051378	4/12/2018	12	Financial Aid Office	Conference Expenses	WELLS FARGO BANK	606.40
18-P0051379	4/12/2018	12	Biology	Reproduction/Printing Expenses	WELLS FARGO BANK	190.73
18-P0051380	4/12/2018	12	Television (TV/Film/Video)	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	374.32
18-P0051381	4/12/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	HOME DEPOT	9,300.00
18-P0051382	4/12/2018	12	Biology	Equip-All Other >\$1,000<\$5,000	OPENTRONS LABWORKS INC	4,810.00
18-P0051383	4/12/2018	12	Ctr for Intl Trade Dev Office	Transportation - Student	SURERIDE CHARTER INC	2,941.50
18-P0051384	4/12/2018	11	Publications	Contracted Repair Services	INLAND CUTTER SERVICE INC	250.00
18-P0051385	4/12/2018	11	Admissions & Records	Non-Instructional Supplies	CALUMET CARTON CO	1,557.62
18-P0051386	4/12/2018	11	Admissions & Records	Non-Instructional Supplies	SCRIP SAFE SECURITY PRODUCTS	2,649.56
18-P0051387	4/12/2018	11	Admissions & Records	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	463.33
18-P0051388	4/12/2018	12	Automotive Technology/Engine	Contracted Repair Services	WHITLOCK RICHARD DAVID	3,610.45
18-P0051389	4/12/2018	13	Public Affairs/Gov Rel Office	Community/Public Relations	NAT'L HISPANIC BUSINESS WOMEN ASSOC	1,000.00
18-P0051390	4/12/2018	12	Career Education Office	Contracted Services	GLACIER COMMUNICATIONS INC	11,000.00
18-P0051391	4/12/2018	12	Transfer Center	Non-Instructional Supplies	AMAZON COM	197.83

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051392	4/12/2018	13	Public Affairs/Gov Rel Office	Advertising	KCRW FOUNDATION, INC.	4,600.00
18-P0051393	4/12/2018	12	Ctr for Intl Trade Dev Office	Transportation - Student	PACIFIC COAST SIGHTSEEING TOURS & CHARTERS INC	675.00
18-P0051394	4/12/2018	12	Biology	Contracted Services	GLACIER COMMUNICATIONS INC	10,000.00
18-P0051395	4/12/2018	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	5,100.00
18-P0051396	4/12/2018	13	Santiago Canyon College	Awards & Incentives	MICHAEL J MACKENZIE	157.50
18-P0051397	4/12/2018	13	Public Affairs/Gov Rel Office	Advertising	CSU LONG BEACH	800.00
18-P0051398	4/12/2018	12	Professional Development	Non-Instructional Supplies	AMAZON COM	34.91
18-P0051399	4/12/2018	12	Ctr for Intl Trade Dev Office	Transportation - Student	PACIFIC COAST SIGHTSEEING TOURS & CHARTERS INC	675.00
18-P0051400	4/12/2018	12	Counseling	Reproduction/Printing Expenses	WE DO GRAPHICS INC	1,707.84
18-P0051401	4/12/2018	12	Professional Development	Food and Food Service Supplies	CMA RESTAURANTS INC	70.00
18-P0051403	4/13/2018	12	Career Ed & Work Dev Office	Contracted Services	INLAND MOVING AND STORAGE CO., INC.	950.00
18-P0051404	4/13/2018	13	Custodial	Equip-All Other > \$5,000	VERITIV OPERATING COMPANY	20,160.57
* 18-P0051405	4/13/2018	11	Sci, Math, Health Sci Office	Equip-All Other > \$5,000	SYNDAVER LABS, INC	2,860.00
* 18-P0051405	4/13/2018	12	Biology	Equip-All Other > \$5,000	SYNDAVER LABS, INC	39,759.74
PO Amt Total for *18-P0051405 :						42,619.74
18-P0051406	4/13/2018	12	Professional Development	Contracted Services	PAUL GALLAGHER	1,000.00
18-P0051407	4/13/2018	13	Educational Services Office	Non-Instructional Supplies	HOME DEPOT	53.81
18-P0051408	4/13/2018	12	Student Equity	Contracted Services	MYHRE KYLE TRAN	2,300.00
18-P0051409	4/13/2018	12	LA/OC Regional Consortia	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	817.11
18-P0051410	4/13/2018	12	Financial Aid Office	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	110.00
18-P0051411	4/13/2018	13	Maintenance	Contracted Repair Services	DELCO ELECTRIC ENTERPRISES INC	2,102.00
18-P0051412	4/13/2018	12	DSPS Office	Non-Instructional Supplies	DELL COMPUTER	597.69
18-P0051413	4/13/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	5,686.01
18-P0051414	4/13/2018	12	Professional Development	Food and Food Service Supplies	CMA RESTAURANTS INC	70.00
18-P0051415	4/13/2018	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	AMAZON COM	688.69
18-P0051416	4/13/2018	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	AMAZON COM	275.65
18-P0051417	4/13/2018	12	Nursing	Instructional Supplies	TROXELL COMM INC	73.27
18-P0051418	4/13/2018	12	Health Sciences Education	Instructional Supplies	MOORE MEDICAL CORP	721.94
18-P0051419	4/13/2018	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	3,110.00
18-P0051420	4/13/2018	13	Public Affairs/Gov Rel Office	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	495.05
18-P0051421	4/13/2018	12	Counseling	Non-Instructional Supplies	EAGLE GRAPHICS INC	717.00
18-P0051422	4/13/2018	12	Student Equity	Books Paid for Students	KATHRYN S. HALL	140.27
18-P0051423	4/13/2018	13	Public Affairs/Gov Rel Office	Advertising	AMFM BROADCASTING INC	25,000.00
18-P0051424	4/13/2018	12	Phillips Hall	Instructional Supplies	STEVEN R. WHITAKER	845.22
18-P0051425	4/13/2018	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	515.75

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051426	4/13/2018	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	382.95
18-P0051427	4/13/2018	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	265.60
18-P0051428	4/13/2018	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	355.73
18-P0051429	4/13/2018	12	Student Equity	Rental-Equipment (Short-term)	EDITH D. AHUMADA	300.00
18-P0051430	4/13/2018	12	Student Equity	Conference Expenses	FOUNDATION FOR CALIFORNIA	200.00
18-P0051431	4/13/2018	12	Student Equity	Conference Expenses	JOVANNYS A. MEJIA	370.00
18-P0051432	4/13/2018	12	Talent Search	Conference Expenses	MARCO A. RAMIREZ	660.00
18-P0051433	4/13/2018	12	Talent Search	Conference Expenses	AQUARIUM OF THE PACIFIC	518.00
18-P0051434	4/16/2018	11	Publications	Non-Instructional Supplies	KELLY PAPER	5,787.48
18-P0051435	4/16/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,800.00
18-P0051436	4/16/2018	12	EOPS	Books Paid for Students	DON BOOKSTORE	7,500.00
18-P0051437	4/16/2018	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	1,000.00
18-P0051438	4/16/2018	33	CDC Santa Ana College	Food and Food Service Supplies	B & D DISTRIBUTING INC	2,230.00
18-P0051439	4/16/2018	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	270.00
18-P0051441	4/16/2018	33	EHS Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
18-P0051442	4/16/2018	12	Biology	Instructional Supplies	VWR FUNDING INC	250.00
18-P0051443	4/16/2018	33	CDC Santa Ana College	Instructional Supplies	SMART & FINAL	200.00
18-P0051444	4/16/2018	12	Art	Instructional Supplies	KELLY PAPER	242.32
18-P0051445	4/16/2018	12	Art	Instructional Supplies	ART SUPPLY WAREHOUSE	300.00
18-P0051446	4/16/2018	12	Foster Youth	Food and Food Service Supplies	SMART & FINAL	500.00
18-P0051447	4/16/2018	12	Art	Instructional Supplies	ROCKLER WOODWORKING & HARDWARE	110.00
18-P0051448	4/16/2018	12	Biology	Instructional Supplies	ALBERTSON'S/SAFEWAY	92.00
18-P0051449	4/16/2018	11	Nursing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	750.00
18-P0051450	4/16/2018	12	Biology	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	900.00
18-P0051451	4/16/2018	12	Orientation/Coord/Training	Food and Food Service Supplies	SMART & FINAL	500.00
18-P0051452	4/16/2018	12	Reprographics	Instructional Supplies	KELLY PAPER	2,467.48
18-P0051453	4/16/2018	12	Orientation/Coord/Training	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	400.00
18-P0051454	4/16/2018	12	Reprographics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	7,000.00
18-P0051455	4/16/2018	12	Center for Teacher Education	Food and Food Service Supplies	SMART & FINAL	300.00
18-P0051456	4/16/2018	12	Human Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,750.00
18-P0051457	4/16/2018	11	Library Services	Library Books - Databases	GALE GROUP	3,673.70
18-P0051458	4/16/2018	12	Library Services	Library Books - Databases	EBSCO	4,158.54
18-P0051459	4/16/2018	12	Business Division Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0051460	4/16/2018	12	Foster Youth	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	400.00
18-P0051461	4/16/2018	12	Admin Services Office	Instructional Supplies	SCANTRON CORP	198.18
18-P0051462	4/16/2018	12	Library Services	Library Books	AMAZON COM	1,284.45
18-P0051463	4/16/2018	12	Family & Consumer Studies	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00

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Purchase Order List

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051464	4/16/2018	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	655.61
18-P0051465	4/16/2018	11	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	709.14
18-P0051466	4/16/2018	12	Human Svcs & Technology Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
18-P0051467	4/16/2018	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	237.00
18-P0051468	4/16/2018	12	Student Equity	Other Exp Paid for Students	RSCCD	3,450.00
18-P0051469	4/16/2018	12	Biology	Equip-All Other >\$1,000<\$5,000	AD INSTRUMENTS	26,067.67
18-P0051470	4/16/2018	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	4,500.00
18-P0051471	4/16/2018	12	Theatre Arts	Instructional Supplies	HOME DEPOT	619.19
18-P0051472	4/16/2018	12	Library Services	Instructional Supplies	SAMY'S CAMERA	300.00
18-P0051473	4/16/2018	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	300.00
18-P0051474	4/16/2018	33	EHS Santa Ana College	Non-Instructional Supplies	AMMEX	1,000.00
18-P0051475	4/16/2018	12	Fine & Performing Arts Office	Instructional Supplies	NOVAL COLORS	190.00
18-P0051476	4/16/2018	11	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	6,480.00
18-P0051477	4/16/2018	12	Student Development	Other Exp Paid for Students	PLAQUE MAKER.COM	808.13
18-P0051478	4/16/2018	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	5,867.31
18-P0051479	4/16/2018	12	Talent Search	Transportation - Student	CERTIFIED TRANSPORTATIONS	637.50
18-P0051480	4/16/2018	41	Facility Planning Office	Site Improv - Splc Ins/Mat Tes	NINYO & MOORE	14,800.00
18-P0051481	4/16/2018	12	Orientation/Coord/Training	Rental - Other (Short-term)	BRIGHT EVENT RENTALS LLC	1,067.12
18-P0051482	4/16/2018	11	International Student Program	Non-Instructional Supplies	DON BOOKSTORE	517.24
18-P0051483	4/16/2018	12	Engineering	Non-Instructional Supplies	HOME DEPOT	213.35
18-P0051484	4/16/2018	12	Communications Studies Instr	Instructional Supplies	B & H PHOTO VIDEO INC	228.19
18-P0051485	4/17/2018	12	Academic Affairs Office	Equip-All Other >\$200 < \$1,000	AMAZON COM	624.94
18-P0051486	4/17/2018	12	Student Development	Supplies Paid for Students	SUSAN BLACKWOOD LEEDY	1,000.00
18-P0051487	4/17/2018	61	Risk Management	Non-Instructional Supplies	GRAINGER	3,500.00
18-P0051488	4/17/2018	11	Fire Academy	Equip-All Other >\$1,000<\$5,000	A SCOTT TECHNOLOGIES INC	71,773.95
18-P0051489	4/17/2018	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	7,890.35
18-P0051490	4/17/2018	12	Orientation/Coord/Training	Transportation - Student	JFK TRANSPORTATION	8,767.25
18-P0051491	4/17/2018	12	Orientation/Coord/Training	Transportation - Student	CERTIFIED TRANSPORTATIONS	8,407.42
18-P0051492	4/17/2018	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,026.63
18-P0051493	4/17/2018	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	CDI COMPUTERS CORP	23,411.19
18-P0051494	4/17/2018	13	Santiago Canyon College	Non-Instructional Supplies	PROMOTIONAL DESIGN CONCEPTS INC	1,418.23
18-P0051495	4/17/2018	12	Ctr for Intl Trade Dev Office	Contracted Services	ADHANOM ABRAHAM K	2,191.40
18-P0051496	4/17/2018	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	409.45
18-P0051497	4/17/2018	12	Nursing	Equip-w/Contr Svc > \$5,000	POCKET NURSE	20,542.72
18-P0051498	4/17/2018	12	Student Development	Other Exp Paid for Students	PIRATE'S DINNER ADVENTURE	2,104.50
18-P0051499	4/17/2018	13	Nursing	Equip-w/Contr Svc > \$5,000	POCKET NURSE	20,542.75
18-P0051500	4/17/2018	12	Puente	Books Paid for Students	DON BOOKSTORE	786.58

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051501	4/17/2018	33	CDC Santa Ana College - East	Instructional Supplies	DISCOUNT SCHOOL SUPPLY	500.00
18-P0051502	4/17/2018	12	Transfer Center	Food and Food Service Supplies	CMA RESTAURANTS INC	299.49
18-P0051503	4/17/2018	13	Sci, Math, Health Sci Office	Transportation - Student	AIRPORT VAN RENTAL INC	1,043.37
18-P0051504	4/17/2018	11	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	1,837.27
18-P0051505	4/17/2018	12	DSPS	Instructional Supplies	SCHOOL DATEBOOKS	2,496.35
18-P0051506	4/17/2018	13	Student Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	132.48
18-P0051507	4/18/2018	12	DSPS	Instructional Supplies	LIVESCRIIBE INC	949.88
18-P0051508	4/18/2018	12	DSPS	Instructional Supplies	4 IMPRINT	1,813.19
18-P0051509	4/18/2018	13	Maintenance	Contracted Services	TROPICAL PLAZA NURSERY	2,500.00
* 18-P0051510	4/18/2018	11	Kinesiology - Admin Office	Non-Instructional Supplies	HAGGARTY PRINTING INC	926.65
* 18-P0051510	4/18/2018	12	Kinesiology - Physical Educ	Instructional Supplies	HAGGARTY PRINTING INC	420.23
PO Amt Total for *18-P0051510 :						1,346.88
18-P0051511	4/18/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	DE LA TORRE COMMERCIAL	6,830.00
18-P0051512	4/18/2018	12	Auxiliary Services Office	Non-Instructional Supplies	FOVITEC USA INTERNATIONAL, INC.	158.94
18-P0051513	4/18/2018	12	DSPS	Instructional Supplies	4 IMPRINT	1,044.56
18-P0051514	4/18/2018	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	497.00
18-P0051515	4/18/2018	12	Orientation/Coord/Training	Other Exp Paid for Students	DON BOOKSTORE	261.02
18-P0051516	4/18/2018	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	153.00
18-P0051517	4/18/2018	12	Professional Development	Software License and Fees	GALLUP ORGANIZATION	925.83
18-P0051518	4/18/2018	12	Kinesiology - Intercol Athlet	Equip-All Other > \$5,000	ROGERS ATHLETIC COMPANY	6,035.75
18-P0051519	4/18/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	ARAMEXX GROUP INC	126,200.00
18-P0051520	4/18/2018	12	Foster Youth	Other Exp Paid for Students	DOS MEXICANOS GRILL	190.00
18-P0051521	4/18/2018	11	Information Tech Svcs Office	Conference Expenses	GARY K. MUELLER	913.00
18-P0051522	4/18/2018	12	Career Education Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
18-P0051523	4/18/2018	13	Santiago Canyon College	Non-Instructional Supplies	PCE PRODUCTIONS INC.YPACIFIC COAST ENTERTAINMENT	403.35
18-P0051524	4/18/2018	12	Orientation/Coord/Training	Equip-All Other >\$200 < \$1,000	D4 SOLUTIONS INC.	909.50
18-P0051525	4/18/2018	12	Professional Development	Conference Expenses	PALOMAR COLLEGE/TTIP SOUTH PROJECT	3,225.00
18-P0051526	4/18/2018	11	Purchasing	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	1,051.07
18-P0051527	4/18/2018	12	Auxiliary Services Office	Non-Instructional Supplies	CARD INTEGRATORS INC	910.16
18-P0051528	4/18/2018	12	Ctr for Intl Trade Dev Office	Contracted Services	CONSTANT CONTACT	243.00
18-P0051529	4/18/2018	12	DSPS Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	517.15
18-P0051530	4/19/2018	12	Student Services Office	Conference Expenses	WELLS FARGO BANK	726.41
18-P0051531	4/19/2018	11	Student Activities	Equip-All Other >\$200 < \$1,000	SWEETWATER SOUND	1,384.97
18-P0051532	4/19/2018	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	369.00
18-P0051533	4/19/2018	11	District Wide Technology	Non-Instructional Supplies	CABLE EXPRESS CORP	99.13

4.18 (12)

Legend: \* = Multiple Funds for this P.O.

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Purchase Order List

03/25/2018 thru 04/21/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0051534	4/19/2018	11	Public Affairs/Gov Rel Office	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	6,477.79
18-P0051535	4/19/2018	11	Public Affairs/Gov Rel Office	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	2,078.48
18-P0051536	4/20/2018	11	Safety & Parking - DO	Non-Instructional Supplies	F.S.O.C. LLC	21,515.31
18-P0051537	4/20/2018	12	Engineering	Transportation - Student	SILVERADO STAGES, INC.	735.00
18-P0051538	4/20/2018	12	Automotive Technology/Engine	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	3,249.38
18-P0051539	4/20/2018	11	CJ/Academies	Non-Instructional Supplies	BOUNDTREE MEDICAL	106.96
18-P0051540	4/20/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	493.85
18-P0051541	4/20/2018	12	Student Services Office	Non-Instructional Supplies	SABERS RENA	3,160.32
18-P0051542	4/20/2018	12	Career Education Office	Contracted Services	ORANGE UNIFIED SCHOOL DISTRICT	301.50
18-P0051543	4/20/2018	12	EOPS	Other Exp Paid for Students	SVM LP	8,772.52
18-P0051544	4/20/2018	13	Educational Services Office	Reproduction/Printing Expenses	PRECISION OFFSET INC	24,425.00
18-P0051545	4/20/2018	12	Short-Term Vocational	Equip-Fed Prgm >\$1,000< \$5,000	POCKET NURSE	5,978.08
18-P0051546	4/20/2018	12	Short-Term Vocational	Equip-Fed Prgm >\$1,000< \$5,000	POCKET NURSE	5,487.48
18-P0051547	4/20/2018	11	Distance Education	Non-Instructional Supplies	AMAZON COM	1,584.85
18-P0051548	4/20/2018	12	Foster Youth	Other Exp Paid for Students	ORANGE COUNTY COUNCIL, BOY SCOUTS OF AMERICA	2,565.00
18-P0051549	4/20/2018	11	Kinesiology - Admin Office	Non-Instructional Supplies	PRIMARY COLOR SYSTEMS CORP	2,634.49
18-P0051550	4/20/2018	11	Safety & Parking - DO	Non-Instructional Supplies	GURROLA JOHN PAUL	8,754.69
18-P0051551	4/20/2018	12	Biology	Instructional Supplies	STRATEGIC FURNITURE GROUP	6,687.08
18-P0051552	4/20/2018	11	Digital Media Center	Equip-All Other >\$200 < \$1,000	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	315.74
18-P0051553	4/20/2018	12	Human Development	Instructional Supplies	LAKESHORE LEARNING MATERIALS	3,750.00
18-P0051554	4/20/2018	11	CJ/Academies	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	8,000.00
18-P0051555	4/20/2018	11	Admin Services Office	Public Agencies' Assess & Fees	CITY OF ORANGE	31,439.71
18-P0051556	4/20/2018	12	Center for Teacher Education	Non-Instructional Supplies	EAGLE GRAPHICS INC	1,039.14
18-P0051557	4/20/2018	12	Special Services Office	Advertising	MELLIN LINDA MARIE	1,150.00
18-P0051558	4/20/2018	41	Facility Planning Office	Bldg Impr-Planning&Project Mgt	CUMMING CONSTRUCTION MGT INC	430,000.00
18-P0051560	4/20/2018	41	Facility Planning Office	Bldg Impr - Materials OFIBO	HALLPASS CAPITAL INC	2,194.87
18-P0051561	4/20/2018	12	Continuing Education Division	Non-Instructional Supplies	HOME DEPOT	490.59
18-P0051562	4/20/2018	33	CDC Santa Ana College	Instructional Supplies	LAKESHORE LEARNING MATERIALS	276.05
18-P0051563	4/20/2018	41	Facility Planning Office	Equip-All Other > \$5,000	KEY CONTROL HOLDING	26,189.98
18-P0189386	3/26/2018	11	Fire Academy	Instructional Agrmt - Salary	CITY OF CORONA	693.00
18-P0189387	3/26/2018	12	Resource Development	Contracted Services	JACKSON KELLY	60,000.00
18-P0189388	3/29/2018	12	Digital Media Center	Contracted Services	SYNED	70,840.00
18-P0189389	3/28/2018	11	Fire Academy	Lease Agreement - Facility	CENTRAL NET OPERATIONS AUTHORITY	66,000.00
18-P0189390	3/28/2018	12	Resource Development	Contracted Services	RIO HONDO COMMUNITY COLLEGE DISTRICT	2,288,409.00
18-P0189391	4/3/2018	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	24,203.00
18-P0189392	4/3/2018	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	956,700.00
18-P0189393	4/3/2018	12	Resource Development	Contracted Services	EL CAMINO COMMUNITY COLLEGE DISTRICT	695,318.00

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Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0189394	4/3/2018	12	Digital Media Center	Contracted Services	MORAIN VALLEY COMMUNITY COLLEGE	27,750.00
18-P0189395	4/10/2018	11	District Wide Technology	Software Support Service-Fixed	UTELOGY CORPORATION	6,588.00
18-P0189396	4/12/2018	12	Continuing Education Division	Contracted Services	CITY OF SANTA ANA	91,906.00
18-P0189397	4/20/2018	12	Continuing Education Division	Lease Agreement - Facility	SANTA ANA UNIFIED SCHOOL DIST	11,475.00
18-PO189388	4/17/2018	12	Digital Media Center	Contracted Services	SYNED	20,840.00
<b>Grand Total :</b>						<b>7,318,866.20</b>

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF000668	3/26/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,619.27
GM-CAF000671	3/26/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$208.14
GM-CAF000673	3/29/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,151.11
GM-CAF000675	3/29/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$2,689.44
GM-CAF000676	3/30/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,714.75
GM-CAF000678	4/9/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$864.98
GM-CAF000679	4/9/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$109.50
GM-CAF000680	4/9/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,468.27
GM-DON002848	4/10/2018	31	SAC Bookstore	General Merchandise	CHAMPION PRODUCTS INC	\$2,376.00
GM-DON002849	4/10/2018	31	SAC Bookstore	General Merchandise	CHAMPION PRODUCTS INC	\$360.00
GM-DON002850	4/10/2018	31	SAC Bookstore	General Merchandise	CHAMPION PRODUCTS INC	\$360.00
GM-DON002852	4/18/2018	31	SAC Bookstore	General Merchandise	APPERSON EDUCATION PROD.	\$3,400.00
GM-EXPR001369	3/28/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$927.87
GM-EXPR001391	3/26/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$320.64
GM-EXPR001392	3/27/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,662.39
GM-EXPR001393	3/26/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$836.08
GM-EXPR001396	3/28/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,250.74
GM-EXPR001397	3/30/2018	31	SAC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,714.55
GM-EXPR001398	3/29/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$2,118.86
GM-EXPR001399	4/9/2018	31	SAC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,923.04
GM-EXPR001400	4/9/2018	31	SAC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$247.32
GM-EXPR001401	4/9/2018	31	SAC Bookstore	General Merchandise	PEPSI COLA CO	\$1,179.70
GM-HAWK002586	3/26/2018	31	SCC Bookstore	General Merchandise	MARCO PROMOTIONAL PRODUCT	\$260.00
GM-HAWK002587	3/26/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$123.84
GM-HAWK002588	3/26/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,228.86
GM-HAWK002589	3/26/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$947.68
GM-HAWK002591	4/8/2018	31	SCC Bookstore	General Merchandise	UNIVERSITY FRAMES	\$2,901.25
GM-HAWK002592	4/8/2018	31	SCC Bookstore	General Merchandise	GRAD AWARDS	\$325.00
GM-HAWK002593	4/9/2018	31	SCC Bookstore	General Merchandise	PENS ETC.	\$683.62
GM-HAWK002594	4/9/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$143.60
GM-HAWK002595	4/9/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$747.18
GM-HAWK002596	4/10/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$281.00
GM-HAWK002597	4/11/2018	31	SCC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$442.50
GM-HAWK002602	4/12/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,924.21
GM-HAWK002603	4/16/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,409.47
GM-HAWK002624	4/17/2018	31	SCC Bookstore	General Merchandise	RESEARCH & EDUCATION ASSN	\$59.15
GM-HAWK002625	4/17/2018	31	SCC Bookstore	General Merchandise	DOVER	\$42.68
GM-HAWK002626	4/17/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$473.21

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK002627	4/17/2018	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$283.20
GM-HAWK002628	4/17/2018	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$84.80
GM-HAWK002629	4/17/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$505.02
GM-HAWK002630	4/17/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,481.31
TR-CEC000059	4/18/2018	31	CEC Bookstore	Trade Book	OXFORD UNIVERSITY PRESS	\$768.00
TX-CEC000474	4/18/2018	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$3,000.00
TX-DON004877A	4/18/2018	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$10,017.67
TX-DON005028	3/26/2018	31	SAC Bookstore	Textbook	AMAZON	\$253.75
TX-DON005029	3/27/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$78.80
TX-DON005030	3/27/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$3.94
TX-DON005031	3/28/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$562.50
TX-DON005032	3/28/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$111.00
TX-DON005033	4/3/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$79.00
TX-DON005034	4/3/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$2,559.97
TX-DON005035	4/3/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$707.28
TX-DON005036	4/3/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$284.00
TX-DON005037	4/3/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$227.37
TX-DON005038	4/9/2018	31	SAC Bookstore	Textbook	AMAZON	\$135.70
TX-DON005039	4/9/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$131.50
TX-DON005040	4/9/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$112.20
TX-DON005041	4/10/2018	31	SAC Bookstore	Textbook	AMAZON	\$28.03
TX-DON005042	4/11/2018	31	SAC Bookstore	Textbook	AMAZON	\$615.00
TX-DON005043	4/11/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$89.00
TX-DON005044	4/11/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$161.25
TX-DON005045	4/11/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$84.15
TX-DON005046	4/11/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$79.20
TX-DON005047	4/12/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$80.00
TX-DON005048	4/16/2018	31	SAC Bookstore	Textbook	AMAZON	\$55.00
TX-DON005049	4/16/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$170.00
TX-DON005050	4/18/2018	31	SAC Bookstore	Textbook	AMAZON	\$90.36
TX-DON005051	4/18/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$70.50
TX-DON005053	4/18/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$60.48
TX-DON005054	4/18/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$569.00
TX-DON005055	4/18/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$20.00
TX-DON005056	4/19/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$767.60
TX-DON005057	4/19/2018	31	SAC Bookstore	Textbook	MATHTV.COM	\$3,360.00
TX-DON005058	4/20/2018	31	SAC Bookstore	Textbook	AMAZON	\$41.96

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<b>P.O. #</b>	<b>Date</b>	<b>Fund</b>	<b>Department</b>	<b>Description</b>	<b>Vendor Name</b>	<b>Amount</b>
TX-HAWK003815	3/27/2018	31	SCC Bookstore	Textbook	AMAZON	\$212.45
TX-HAWK003816	3/29/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$1,242.00
TX-HAWK003817	4/12/2018	31	SCC Bookstore	Textbook	BVT PUBLISHING	\$99.95
TX-HAWK003818	4/13/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$4.95

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

**Legend:** \* = Multiple Funds for this P.O.

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 25, 2018 THROUGH APRIL 21, 2018  
BOARD MEETING OF MAY 14, 2018**

P.O. #	Amount	Description	Department	Comment
18-B0001400	\$17,506.42	Copier leases: Pay Per Print Copy Program phase II of implementation	SAC- Auxiliary Services	Purchased from the Foundation for California Community Colleges (FCCC) Agreement #CB13-011. Board Approved February 22, 2016.
18-P0051134	\$27,476.25	Cisco telephones for Santiago Canyon College and District Office	DO- ITS	Received Quotations: *1. CXTEC Cable Express Corp 2. CDW-Government *Successful Bidder
18-P0051153	\$36,784.38	HP desktop computers, accessories and warranties for Santiago Canyon College ITS	DO- ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
18-P0051161	\$20,000.00	Independent Contractor to provide administrative assistance in relation to the OC Career Café Project	DO- Resource Development	Board Approved: March 26, 2018
18-P0051162	\$45,000.00	Independent Contractor to provide website assistance in relation to the OC Career Café Project	DO- Resource Development	Board Approved: March 26, 2018
18-P0051163	\$45,000.00	Independent Contractor to provide project management services in relation to the OC Career Café Project	DO- Resource Development	Board Approved: March 26, 2018



**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 25, 2018 THROUGH APRIL 21, 2018  
BOARD MEETING OF MAY 14, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0051192	\$388,804.31	HP desktop computers, accessories and warranties for Santa Ana College	SAC- Campus-Wide	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
18-P0051193	\$242,307.31	HP desktop computers, accessories and warranties for Santa Ana College	SAC- Campus-Wide	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
18-P0051211	\$333,999.00	District-wide completion of Prop 39 year five LED lighting project.	DO- Facility Planning	Bid #1338 Board Approved: February 26, 2018
18-P0051213	\$33,170.00	Consultant to provide commissioning services for the fan coil unit replacement project at Santiago Canyon College	DO- Facility Planning	Board Approved: March 26, 2018
18-P0051263	\$30,250.00	Removal and replacement of Liebert System at Santiago Canyon College M&O Building	DO- ITS	Received Quotations: *1. KLM, Inc 2. Lorbel *Successful Bidder
18-P0051321	\$18,000.00	Blanket purchase order for custodial supplies	SAC- Custodial	Purchased from the CMAS Contract #4-13-73-0024A. Board Approved: April 13, 2015

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 25, 2018 THROUGH APRIL 21, 2018  
BOARD MEETING OF MAY 14, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0051353	\$20,725.59	Science equipment and supplies for Santa Ana College	SAC- Biology	Purchased from the NASPO Value Point Master Agreement #MA16000234-1 and DGS Master Agreement #7-16-99-26-02. Board Approved: April 24, 2017
18-P0051404	\$20,160.57	Custodial equipment for Santiago Canyon College	SCC- Custodial	Received Quotations: *1. Veritiv Operating Company 2. Glasby Maintenance Supply * Successful Bidder
18-P0051405	\$42,619.74	Synthetic human simulator for the Biology department	SAC- Biology	Only one vendor manufactures a single model integrating all human systems.
18-P0051423	\$25,000.00	Digital iHeartRadio advertisement campaign for Santa Ana College	SAC- Public Affairs	Requisition approved by Melissa Utsuki on April 9, 2018
18-P0051469	\$26,067.67	Human physiology system simulator for Santa Ana College Biology	SAC- Biology	Received Quotations: *1. Ad Instruments 2. Vernier Software and Technology 3. Biopac Systems, Inc *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 25, 2018 THROUGH APRIL 21, 2018  
BOARD MEETING OF MAY 14, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0051488	\$71,773.95	Safety facepieces for Santa Ana College Fire Academy	SAC- Fire Tech	Received Quotations: *1. Scott Safety 2. Fisher Scientific *Successful Bidder
18-P0051493	\$23,411.19	High performance refurbished HP Desktop computers and extended warranties for District Operations Center	DO- ITS	Refurbished System. Competitive quotes not available.
18-P0051497	\$20,542.72	Nursing manikin for Santa Ana College Nursing	SAC- Nursing	Received Quotations: *1. Pocket Nurse 2. Laerdal 3. Moore Medical *Successful Bidder
18-P0051499	\$20,542.75	Nursing manikin for Santa Ana College Nursing	SAC- Nursing	Received Quotations: *1. Pocket Nurse 2. Laerdal 3. Moore Medical *Successful Bidder
18-P0051519	\$126,200.00	Completion of the SM16 water conservation irrigation controller upgrade phase 1 at Santa Ana College	DO- Facility Planning	Bid #1343 Board Approved: April 23, 2018

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 25, 2018 THROUGH APRIL 21, 2018  
BOARD MEETING OF MAY 14, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0051536	\$21,515.31	Body armor vests for Safety and Security	DO- Safety and Security	Received Quotations: *1. F.S.O.C. LLC 2. ProForce Law Enforcement *Successful Bidder
18-P0051544	\$24,425.00	Printing and mailing of Report to the Community	DO- Educational Services Office	Received Quotations: *1. Precision Services Group 2. Main Graphics 3. We Do Graphics Inc *Successful Bidder
18-P0051555	\$31,439.71	Maintenance of parkways at Santiago Canyon College	SCC- Admin Services	Board Approved: June 25, 2007
18-P0051558	\$430,000.00	Consultant to provide planning and project management services	DO- Facility Planning	Board Approved: March 12, 2018
18-P0051563	\$26,189.98	Asset/Key Locker and Tracing System	DO- Facility Planning	Received Quotations: *1. Keytrak 2. Federal Key *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 25, 2018 THROUGH APRIL 21, 2018  
BOARD MEETING OF MAY 14, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0189387	\$60,000.00	Sub-Agreement for the Career Café component of the Orange County Regional Marketing Project for the "Strong Workforce Program"	DO- Grants	Board Approved: February 26, 2018
18-P0189388	\$70,840.00	Award of the ICT/DM Grant to focus efforts to helping close the state's skills gap by providing in-demand skills training.	Digital Media Center	Board Approved: February 26, 2018
18-P0189389	\$66,000.00	Lease of facilities for the Basic Fire Academy operations located at 18301 gothard St., Huntington Beach, CA 92648	SAC -Fire Tech	Board Approved: February 26, 2018
18-P0189390	\$2,288,409.00	Sub-Agreement with Rio Hondo Community College District on behalf of the Rio Hondo College to implement round 2 of the Strong Workforce Program Regional Apportionment Funding.	DO- Grants	Board Approved: February 27, 2017
18-P0189391	\$24,203.00	Annual Subscription for Canvas Intelligent Learning Platform	DO- ITS	Board Approved: March 26, 2018

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 25, 2018 THROUGH APRIL 21, 2018  
BOARD MEETING OF MAY 14, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0189392	\$956,700.00	Sub-Agreement with Los Angeles Community College District on behalf of the Los Angeles Harbor College to implement round 2 of the Strong Workforce Program Regional Apportionment Funding.	Resource Development	Board Approved: February 27, 2017
18-P0189393	\$695,318.00	Sub-Agreement with El Camino Community College District on behalf of the El Camino College to implement round 2 of the Strong Workforce Program Regional Apportionment Funding.	Resource Development	Board Approved: February 27, 2017
18-P0189394	\$27,750.00	Development of a comprehensive curriculum to cover the CompTIA CSA+ certification	Digital Media Center	Board Approved: February 5, 2018
18-P0189396	\$91,906.00	Sub-Agreement with City of Santa Ana for the Basic Skills and Student Outcomes Transformation program	SAC -Continuing Education	Board Approved: October 23, 2017
18-PO189388	\$20,840.00	This PO was issued for the remaining balance of PO 18-P0189388. Award of the ICT/DM Grant to focus efforts to helping close the state's skills gap by providing in-demand skills training.	Digital Media Center	Board Approved: February 26, 2018

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Board Date: May 14, 2018
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorical programs were developed:

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
<p>1. <b>Basic Skills Initiative (SAC) - <i>Augmentation</i></b>                      First Principal (P1) apportionment from the California Community Colleges Chancellor’s Office to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (17/18). <i>No match required.</i></p> <ul style="list-style-type: none"> <li>• SAC \$550,382 (Advance Apportionment – July)</li> <li>• SAC \$502,828 (Advance Apportionment – October Revision)</li> <li>• SAC \$509,734 (P1 Apportionment – April)</li> </ul> <p><i>Augmentation of \$6,906</i></p>	04/12/2018	\$6,906
<p>2. <b>Basic Skills Initiative (SCC) - <i>Augmentation</i></b>                      First Principal (P1) apportionment from the California Community Colleges Chancellor’s Office to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (17/18). <i>No match required.</i></p> <ul style="list-style-type: none"> <li>• SCC \$177,839 (Advance Apportionment – July)</li> <li>• SCC \$209,242 (Advance Apportionment – October Revision)</li> <li>• SCC \$231,636 (P1 Apportionment – April)</li> </ul> <p><i>Augmentation of \$22,394</i></p>	04/12/2018	\$22,394
<p>3. <b>Child Development Training Consortium (SAC &amp; SCC) – <i>Augmentation</i></b>                      Sub-award from the Yosemite Community College District/Child Development Training Consortium to Santa Ana College and Santiago Canyon College to recruit and assist students seeking a new or maintaining a current child development permit through the colleges’ Child Development Programs. (17/18). <i>No match required.</i></p>	04/27/2018	\$4,062.50

Fiscal Impact: \$54,934.50	Board Date: May 14, 2018
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4. Disabled Students Programs & Services (DSPS) (SAC) - <i>Augmentation</i> Second Principal (P2) allocation from the California Community Colleges Chancellor's Office to provide services for disabled students. (17/18). <i>The match required is \$244,058 that consists of district-funded DSPS staff salaries and benefits.</i>	04/01/2018	\$21,572

**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: \$54,934.50	Board Date: May 14, 2018
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



**SPECIAL PROJECT DETAILED BUDGET #2153, #2154, #2155, #2156, #2157, and #2158**  
**NAME: BASIC SKILLS INITIATIVE 17/18 - SANTA ANA COLLEGE (CREDIT)**  
**FISCAL YEAR: 2017/2018 and 2018/2019**

CONTRACT PERIOD: 7/1/2017 - 6/30/2019 (2-year cycle)

PRJ. ADMIN.: SHELLY JAFFRAY (INTERIM)

CONTRACT INCOME:

PRJ. DIR.: MARY HUEBSCH

Adv. Apportionment \$220,153

Date: 05/01/2018

Adv. Apportionment (Oct. Rev.) (\$19,022)

P1 Augmentation (April Rev.) \$2,763

TOTAL \$203,894

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2153_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		5,000		5,000		0
12_2153_499900_15051_5999	Special Project Holding Acct : Academic Affai	5,000		5,000		0	
	<b>Total 2153 - BSI 18-Prog/Curr Plan &amp; Dev</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>	<b>0</b>
12_2154_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		5,000		5,000		0
12_2154_499900_15051_5999	Special Project Holding Acct : Academic Affai	5,000		5,000		0	
	<b>Total 2154 - BSI 18-Student Assessment</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>	<b>0</b>
12_2155_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		27,157		27,157		0
12_2155_499900_15051_5999	Special Project Holding Acct : Academic Affai	27,157		27,157		0	
	<b>Total 2155 - BSI 18-Advisement/Counseling</b>	<b>27,157</b>	<b>27,157</b>	<b>27,157</b>	<b>27,157</b>	<b>0</b>	<b>0</b>
12_2156_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		10,000		12,763		2,763
12_2156_499900_15051_5999	Special Project Holding Acct : Academic Affai	10,000		12,763		2,763	
	<b>Total 2156 - BSI 18-Suppl Instr &amp; Tutoring</b>	<b>10,000</b>	<b>10,000</b>	<b>12,763</b>	<b>12,763</b>	<b>2,763</b>	<b>2,763</b>
12_2157_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		140,691		140,691		0
12_2157_499900_15051_5999	Special Project Holding Acct : Academic Affai	140,691		140,691			0
	<b>Total 2157 - BSI 18-Coordination/Research</b>	<b>140,691</b>	<b>140,691</b>	<b>140,691</b>	<b>140,691</b>	<b>0</b>	<b>0</b>
12_2158_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		13,283		13,283		0
12_2158_499900_15051_5999	Special Project Holding Acct : Academic Affai	13,283		13,283		0	
	<b>Total 2158 - BSI 18-Staff Development</b>	<b>13,283</b>	<b>13,283</b>	<b>13,283</b>	<b>13,283</b>	<b>0</b>	<b>0</b>
	<b>Total - Basic Skills Initiative-17/18 (SAC-Credit)</b>	<b>201,131</b>	<b>201,131</b>	<b>203,894</b>	<b>203,894</b>	<b>2,763</b>	<b>2,763</b>

5.1 (3)

**SPECIAL PROJECT DETAILED BUDGET #2153, #2154, #2155, #2156, #2157, and #2158**  
**NAME: BASIC SKILLS INITIATIVE 17/18 - SANTA ANA COLLEGE (NON-CREDIT)**  
**FISCAL YEAR: 2017/2018 and 2018/2019**

CONTRACT PERIOD: 7/1/2017 - 6/30/2019 (2-year cycle)

PRJ. ADMIN.: JAMES KENNEDY

CONTRACT INCOME:

PRJ. DIR.: SERGIO SOTELO

Adv. Apportionment \$330,229

Date: 05/01/2018

Adv. Apportionment (Oct. Rev.) **(\$28,532)**

P1 Augmentation (April Rev.) \$4,143

TOTAL \$305,840

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2153_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		23,000		23,000		0
12_2153_499900_18200_5999	Special Project Holding Acct : Academic Affai	23,000		23,000		0	
	<b>Total 2153 - BSI 18-Prog/Curr Plan &amp; Dev</b>	<b>23,000</b>	<b>23,000</b>	<b>23,000</b>	<b>23,000</b>	<b>0</b>	<b>0</b>
12_2154_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		4,600		4,600		0
12_2154_499900_18200_5999	Special Project Holding Acct : Academic Affai	4,600		4,600		0	
	<b>Total 2154 - BSI 18-Student Assessment</b>	<b>4,600</b>	<b>4,600</b>	<b>4,600</b>	<b>4,600</b>	<b>0</b>	<b>0</b>
12_2155_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		53,014		53,014		0
12_2155_499900_18200_5999	Special Project Holding Acct : Academic Affai	53,014		53,014		0	
	<b>Total 2155 - BSI 18-Advisement/Counseling</b>	<b>53,014</b>	<b>53,014</b>	<b>53,014</b>	<b>53,014</b>	<b>0</b>	<b>0</b>
12_2156_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		100,000		104,143		4,143
12_2156_499900_18200_4210	Books, Mags & Subscrip-Non-Lib : SAC Continuing	0		4,143		4,143	
12_2156_499900_18200_5999	Special Project Holding Acct : Academic Affai	100,000		100,000		0	
	<b>Total 2156 - BSI 18-Suppl Instr &amp; Tutoring</b>	<b>100,000</b>	<b>100,000</b>	<b>104,143</b>	<b>104,143</b>	<b>4,143</b>	<b>4,143</b>
12_2157_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		99,083		99,083		0
12_2157_499900_18200_5999	Special Project Holding Acct : Academic Affai	99,083		99,083			0
	<b>Total 2157 - BSI 18-Coordination/Research</b>	<b>99,083</b>	<b>99,083</b>	<b>99,083</b>	<b>99,083</b>	<b>0</b>	<b>0</b>
12_2158_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		22,000		22,000		0
12_2158_499900_18200_5999	Special Project Holding Acct : Academic Affai	22,000		22,000		0	
	<b>Total 2158 - BSI 18-Staff Development</b>	<b>22,000</b>	<b>22,000</b>	<b>22,000</b>	<b>22,000</b>	<b>0</b>	<b>0</b>
	<b>Total - Basic Skills Initiative-17/18 (SAC Non-Credit)</b>	<b>301,697</b>	<b>301,697</b>	<b>305,840</b>	<b>305,840</b>	<b>4,143</b>	<b>4,143</b>

5.1 (4)

**SPECIAL PROJECT DETAILED BUDGET #2153, #2154, #2155, #2156, #2157, and #2158**  
**NAME: BASIC SKILLS INITIATIVE 17/18 - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2017/2018 and 2018/2019**

CONTRACT PERIOD: 7/1/2017 - 6/30/2019 (2-year cycle)

PRJ. ADMIN.: MARILYN FLORES

CONTRACT INCOME:

PRJ. DIR.: MARILYN FLORES

Adv. Apportionment \$177,839

Date: 05/01/2018

Adv. Apportionment (Oct. Rev.) \$31,403

P1 Augmentation (April Rev.) \$22,394

TOTAL \$231,636

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2153_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		72,185		72,185		0
12_2153_499900_25051_5999	Special Project Holding Acct : Academic Affai	72,185		72,185		0	
	<b>Total 2153 - BSI 18-Prog/Curr Plan &amp; Dev</b>	<b>72,185</b>	<b>72,185</b>	<b>72,185</b>	<b>72,185</b>	<b>0</b>	<b>0</b>
12_2154_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		0		22,394		22,394
12_2154_499900_25051_5999	Special Project Holding Acct : Academic Affai	0		22,394		22,394	
	<b>Total 2154 - BSI 18-Student Assessment</b>	<b>0</b>	<b>0</b>	<b>22,394</b>	<b>22,394</b>	<b>22,394</b>	<b>22,394</b>
12_2155_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		0		0		0
12_2155_499900_25051_5999	Special Project Holding Acct : Academic Affai	0		0		0	
	<b>Total 2155 - BSI 18-Advisement/Counseling</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
12_2156_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		129,403		129,403		0
12_2156_499900_25051_5999	Special Project Holding Acct : Academic Affai	105,976		104,352			1,624
<b>12_2156_619000_25150_1483</b>	<b>Beyond Contr - Reassigned Time : Math</b>	<b>0</b>		<b>1,275</b>		<b>1,275</b>	
<b>12_2156_619000_25150_2340</b>	<b>Student Assistants - Hourly : Math</b>	<b>22,126</b>		<b>22,126</b>		<b>0</b>	
12_2156_619000_25150_3115	STRS - Non-Instructional : Math	0		184		184	
12_2156_619000_25150_3315	OASDHI - Non-Instructional : Math	0		70		70	
12_2156_619000_25150_3325	Medicare - Non-Instructional : Math	0		19		19	
12_2156_619000_25150_3435	H & W - Retiree Fund Non-Inst : Math	803		849		46	
12_2156_619000_25150_3515	SUI - Non-Instructional : Math	0		1		1	
12_2156_619000_25150_3615	WCI - Non-Instructional : Math	498		527		29	
	<b>Total 2156 - BSI 18-Suppl Instr &amp; Tutoring</b>	<b>129,403</b>	<b>129,403</b>	<b>129,403</b>	<b>129,403</b>	<b>1,624</b>	<b>1,624</b>
12_2157_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		4,815		4,815		0

5.1 (5)

First Principal Apportionment (April Revision)

Prepared by: Maria Gil

Board Approval Date: May 14, 2018

Accountant: Melissa Tran

**SPECIAL PROJECT DETAILED BUDGET #2153, #2154, #2155, #2156, #2157, and #2158**  
**NAME: BASIC SKILLS INITIATIVE 17/18 - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2017/2018 and 2018/2019**

CONTRACT PERIOD: 7/1/2017 - 6/30/2019 (2-year cycle)

PRJ. ADMIN.: MARILYN FLORES

CONTRACT INCOME:

PRJ. DIR.: MARILYN FLORES

Adv. Apportionment \$177,839

Date: 05/01/2018

Adv. Apportionment (Oct. Rev.) \$31,403

P1 Augmentation (April Rev.) \$22,394

**TOTAL \$231,636**

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2157_679000_25051_2130	Classified Employees : Academic Affairs Office	2,737		2,737		0	
12_2157_679000_25051_3215	PERS - Non-Instructional : Academic Affairs Off	425		425		0	
12_2157_679000_25051_3315	OASDHI - Non-Instructional : Academic Affairs	170		170		0	
12_2157_679000_25051_3325	Medicare - Non-Instructional : Academic Affairs	40		40		0	
12_2157_679000_25051_3415	H & W - Non-Instructional : Academic Affairs Off	1,204		1,204		0	
12_2157_679000_25051_3435	H & W - Retiree Fund Non-Inst : Academic Affairs	100		100		0	
12_2157_679000_25051_3515	SUI - Non-Instructional : Academic Affairs Office	2		2		0	
12_2157_679000_25051_3615	WCI - Non-Instructional : Academic Affairs Office	62		62		0	
12_2157_679000_25051_3915	Other Benefits - Non-Instruct : Academic Affairs	75		75		0	
	<b>Total 2157 - BSI 18-Coordination/Research</b>	<b>4,815</b>	<b>4,815</b>	<b>4,815</b>	<b>4,815</b>	<b>0</b>	<b>0</b>
12_2158_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		2,839		2,839		0
12_2158_499900_25051_5999	Special Project Holding Acct : Academic Affai	2,839		2,839		0	
	<b>Total 2158 - BSI 18-Staff Development</b>	<b>2,839</b>	<b>2,839</b>	<b>2,839</b>	<b>2,839</b>	<b>0</b>	<b>0</b>
	<b>Total - Basic Skills Initiative-17/18 (SCC)</b>	<b>209,242</b>	<b>209,242</b>	<b>231,636</b>	<b>231,636</b>	<b>24,018</b>	<b>24,018</b>

5.1 (6)

**SPECIAL PROJECT DETAILED BUDGET #1241**

**NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE**

**FISCAL YEAR: 2017/2018**

**CONTRACT PERIOD: 9/1/2017 - 6/30/2018**

**PROJ. ADM. Bart Hoffman/Von Lawson**

**CONTRACT INCOME:**

**PROJ. DIR. Michelle Hardy**

Instructional Services            \$16,250.00

Date: 05/01/2018

Coordinator Stipend            \$5,850.00

Sub-Award Agreement #: 17-18-2885

Instructional Svs. (Amend. #1)    \$4,062.50

CFDA #: 93.575

**TOTAL                                \$26,162.50**

**Prime Sponsor: Department of Health & Human Services Administration for Children and Families**

**Fiscal Agent: Yosemite Community College District/Child Development Training Consortium**

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
<b>Dept 15717 - Human Development (Santa Ana College)</b>							
12_1241_000000_10000_8199	Other Federal Revenues : Santa Ana College		19,500		23,563		4,063
12_1241_130500_15717_4210	Books, Mags & Subscrip-Non-Lib : Human Develop	400		400		0	
12_1241_130500_15717_4310	Instructional Supplies : Human Development	750		750		0	
<b>12_1241_619000_15717_1453</b>	<b>Beyond Contract - Coordinators : Human Develo</b> <b>Michelle Hardy, CDTC Coordinator SAC/SCC (stipend)</b>	<b>4,803</b>		<b>4,803</b>		0	
<b>12_1241_619000_15717_1480</b>	<b>Part-Time Reassigned Time : Human Development</b>	<b>2,500</b>		<b>2,500</b>		0	
12_1241_619000_15717_3115	STRS - Non-Instructional : Human Development	912		859			53
12_1241_619000_15717_3325	Medicare - Non-Instructional : Human Developm	91		106		15	
12_1241_619000_15717_3335	PARS - Non-Instructional : Human Developm	0		18		18	
12_1241_619000_15717_3435	H & W - Retiree Fund Non-Inst : Human Develop	229		265		36	
12_1241_619000_15717_3515	SUI - Non-Instructional : Human Development	3		4		1	
12_1241_619000_15717_3615	WCI - Non-Instructional : Human Development	142		164		22	
12_1241_619000_15717_5100	Contracted Services : Human Development	0		0		0	
12_1241_732000_15717_7610	Books Paid for Students : Human Development	5,670		5,631			39
12_1241_732000_15717_7640	Tuition Paid for Students : Human Development	4,000		8,063		4,063	
	<b>Sub-Total (SAC)</b>	<b>19,500</b>	<b>19,500</b>	<b>23,563</b>	<b>23,563</b>	<b>4,155</b>	<b>4,155</b>
<b>Dept 25230 - Human Development (Santiago Canyon College)</b>							
12_1241_000000_20000_8199	Other Federal Revenues : Santiago Canyon Coll		2,600		2,600		0
12_1241_732000_25230_7610	Books Paid for Students : Human Development	900		900		0	
12_1241_732000_25230_7640	Tuition Paid for Students : Human Development	1,700		1,700		0	
	<b>Sub-Total (SCC)</b>	<b>2,600</b>	<b>2,600</b>	<b>2,600</b>	<b>2,600</b>	<b>0</b>	<b>0</b>
	<b>Total 1241 - CDTC FY 17/18 SAC/SCC</b>	<b>22,100</b>	<b>22,100</b>	<b>26,163</b>	<b>26,163</b>	<b>4,155</b>	<b>4,155</b>

5.1 (7)

**SPECIAL PROJECT DETAILED BUDGET #2230**  
**NAME: Disabled Student Programs and Services (DSPS) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/01/17 - 6/30/18

PROJ. ADM. Arnulfo Cedillo (Interim)

CONTRACT INCOME: \$1,100,828 - SAC P1 Allocations

PROJ. DIR. Veronica Oforlea

Augmentation: \$ 21,572 - SAC P2 Allocations

**TOAL CONTRACT INCOME: \$1,122,400**

*Prime Sponsor: CCC Chancellor's Office*

*Fiscal Agent: RSCCD*

Rev. Date: 05/01/18

*CFDA #: N/A; Award #: N/A*

GL Accounts	Description	Debit	Credit
12-2230-000000-10000-8623	DSPS : Santa Ana College		1,122,400
12-2230-642000-19521-1210	Academic Management : DSPS Office - Veronica Oforlea (100%)	138,435	
12-2230-642000-19521-1250	Contract Coordinator : DSPS Office - Renee Miller	30,284	
12-2230-642000-19521-2130	Classified Employees : DSPS Office - Elizabeth Harvey (100%)	47,974	
12-2230-642000-19521-2340	Student Assistants - Hourly : DSPS	1,593	
12-2230-642000-19521-3115	STRS - Non-Instructional : DSPS Office	4,370	
12-2230-642000-19521-3215	PERS - Non-Instructional : DSPS Office	28,951	
12-2230-642000-19521-3315	OASDHI - Non-Instructional : DSPS Office	11,805	
12-2230-642000-19521-3325	Medicare - Non-Instructional : DSPS Office	3,208	
12-2230-642000-19521-3415	H & W - Non-Instructional : DSPS Office	44,446	
12-2230-642000-19521-3435	H & W - Retiree Fund Non-Inst : DSPS Office	8,088	
12-2230-642000-19521-3515	SUI - Non-Instructional : DSPS Office	112	
12-2230-642000-19521-3615	WCI - Non-Instructional : DSPS Office	5,013	
12-2230-642000-19521-3915	Other Benefits - Non-Instruct : DSPS Office	4,523	
12-2230-642000-19521-4610	Non-Instructional Supplies : DSPS Office	7,695	
12-2230-642000-19521-4710	Food and Food Service Supplies : DSPS Office	222	
12-2230-642000-19521-5610	Lease Agreement - Equipment : DSPS Office	4,900	
12-2230-642000-19521-5630	Maint Contract - Office Equip : DSPS Office	323	
12-2230-642000-19521-5800	Advertising : DSPS Office	1,880	
12-2230-642000-19521-5845	Excess/Copies Usage : DSPS Office	2,278	
12-2230-642000-19521-5925	Postage : DSPS Office	50	
12-2230-642000-19521-5940	Reproduction/Printing Expenses : DSPS Office	880	
12-2230-642000-19521-6409	Equip-All Other >\$200<\$1,000 : DSPS Office	515	
12-2230-675000-19521-5210	Conference Expenses : DSPS Office	6,989	
<b>Total Department 19521 DSPS Office</b>		<b>354,534</b>	<b>-</b>
12-2230-499900-19523-2445	Professional Experts - Instruc : Deaf & Hard - Interpreters - hourly	118,846	
12-2230-499900-19523-3211	PERS - Instructional : Deaf & Hard of Hearing	2,045	
12-2230-499900-19523-3311	OASDHI - Instructional : Deaf & Hard of Heari	818	
12-2230-499900-19523-3321	Medicare - Instructional : Deaf & Hard of Hea	1,740	
12-2230-499900-19523-3331	PARS - Instructional : Deaf & Hard of Hearing	1,404	
12-2230-499900-19523-3431	H & W - Retiree Fund Inst : Deaf & Hard of He	4,356	
12-2230-499900-19523-3511	SUI - Instructional : Deaf & Hard of Hearing	60	
12-2230-499900-19523-3611	WCI - Instructional : Deaf & Hard of Hearing	2,700	
12-2230-642000-19523-5100	Contracted Services : Deaf & Hard of Hearing	43,529	
<b>Total Department 19523 Deaf &amp; Hard of Hearing</b>		<b>175,498</b>	<b>-</b>

**SPECIAL PROJECT DETAILED BUDGET #2230**  
**NAME: Disabled Student Programs and Services (DSPS) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/01/17 - 6/30/18  
 CONTRACT INCOME: \$1,100,828 - SAC P1 Allocations  
 Augmentation: \$ 21,572 - SAC P2 Allocations  
**TOAL CONTRACT INCOME: \$1,122,400**

PROJ. ADM. Arnulfo Cedillo (Interim)  
 PROJ. DIR. Veronica Oforlea

*Prime Sponsor: CCC Chancellor's Office*

*Fiscal Agent: RSCCD*

Rev. Date: 05/01/18

*CFDA #: N/A; Award #: N/A*

GL Accounts	Description	Debit	Credit
12-2230-642000-19524-2130	Classified Employees : High Tech Center DSPS - Angela Tran (100%)	76,060	
12-2230-642000-19524-2320	Classified Employees - Hourly : High Tech Center - Liza Gomez's additional hrs	5,548	
12-2230-642000-19524-3215	PERS - Non-Instructional : High Tech Center D	12,666	
12-2230-642000-19524-3315	OASDHI - Non-Instructional : High Tech Center	5,149	
12-2230-642000-19524-3325	Medicare - Non-Instructional : High Tech Cent	1,204	
12-2230-642000-19524-3415	H & W - Non-Instructional : High Tech Center	8,288	
12-2230-642000-19524-3435	H & W - Retiree Fund Non-Inst : High Tech Cen	3,015	
12-2230-642000-19524-3515	SUI - Non-Instructional : High Tech Center DS	42	
12-2230-642000-19524-3615	WCI - Non-Instructional : High Tech Center DS	1,869	
12-2230-642000-19524-3915	Other Benefits - Non-Instruct : High Tech Cen	1,500	
<b>Total Department 19524 High Tech Center DSPS</b>		<b>115,341</b>	<b>-</b>
12-2230-493031-19525-1110	Contract Instructors : Learning Disabled - L. Janus (60%) & M. Turner (60%)	114,909	
12-2230-493031-19525-3111	STRS - Instructional : Learning Disabled	8,047	
12-2230-493031-19525-3211	PERS - Instructional : Learning Disabled	9,186	
12-2230-493031-19525-3311	OASDHI - Instructional : Learning Disabled	3,733	
12-2230-493031-19525-3321	Medicare - Instructional : Learning Disabled	1,697	
12-2230-493031-19525-3411	H & W - Instructional : Learning Disabled	24,030	
12-2230-493031-19525-3431	H & W - Retiree Fund Inst : Learning Disabled	4,247	
12-2230-493031-19525-3511	SUI - Instructional : Learning Disabled	59	
12-2230-493031-19525-3611	WCI - Instructional : Learning Disabled	2,633	
12-2230-493031-19525-3911	Other Benefits - Instructional : Learning Dis	2,100	
12-2230-642000-19525-1484	Int/Sum Beyond Contr-Reassigned Time - L. Janus & M. Turner (June 2018 - 6 hrs/day x 3 days/ea)	4,383	
12-2230-642000-19525-2130	Classified Employees : Learning Disabled - Robert Norris (100%)	65,494	
12-2230-642000-19525-3115	STRS - Non-Instructional : Learning Disabled	338	
12-2230-642000-19525-3215	PERS - Non-Instructional : Learning Disabled	10,489	
12-2230-642000-19525-3315	OASDHI - Non-Instructional : Learning Disab	4,280	
12-2230-642000-19525-3325	Medicare - Non-Instructional : Learning Disab	1,038	
12-2230-642000-19525-3415	H & W - Non-Instructional : Learning Disabled	8,155	
12-2230-642000-19525-3435	H & W - Retiree Fund Non-Inst : Learning Disa	2,591	
12-2230-642000-19525-3515	SUI - Non-Instructional : Learning Disabled	39	
12-2230-642000-19525-3615	WCI - Non-Instructional : Learning Disabled	1,606	
12-2230-642000-19525-3915	Other Benefits - Non-Instruct : Learning Disa	1,500	
12-2230-642000-19525-5220	Mileage/Parking Expenses : Learning Disabled	500	
<b>Total Department 19525 Learning Disabled</b>		<b>271,054</b>	<b>-</b>



**SPECIAL PROJECT DETAILED BUDGET #2230**  
**NAME: Disabled Student Programs and Services (DSPS) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/01/17 - 6/30/18  
 CONTRACT INCOME: \$1,100,828 - SAC P1 Allocations  
 Augmentation: \$ 21,572 - SAC P2 Allocations  
**TOAL CONTRACT INCOME: \$1,122,400**

PROJ. ADM. Arnulfo Cedillo (Interim)  
 PROJ. DIR. Veronica Oforlea

*Prime Sponsor: CCC Chancellor's Office*

*Fiscal Agent: RSCCD*

Rev. Date: 05/01/18

*CFDA #: N/A; Award #: N/A*

GL Accounts	Description	Debit	Credit
12-2230-642000-19526-2130	Classified Employees : Physically Disabled - Amy Treat (100%)	59,672	
12-2230-642000-19526-3215	PERS - Non-Instructional : Physically Disable	9,268	
12-2230-642000-19526-3315	OASDHI - Non-Instructional : Physically Disab	3,793	
12-2230-642000-19526-3325	Medicare - Non-Instructional : Physically Dis	887	
12-2230-642000-19526-3415	H & W - Non-Instructional : Physically Disabl	17,333	
12-2230-642000-19526-3435	H & W - Retiree Fund Non-Inst : Physically Di	2,221	
12-2230-642000-19526-3515	SUI - Non-Instructional : Physically Disabled	31	
12-2230-642000-19526-3615	WCI - Non-Instructional : Physically Disabled	1,376	
12-2230-642000-19526-3915	Other Benefits - Non-Instruct : Physically Di	1,500	
<b>Total Department 19526 Physically Disabled</b>		<b>96,081</b>	<b>-</b>
12-2230-642000-19527-1250	Contract Coordinator : Speech/Acquired Brain - Renee Miller (40%)	20,189	
12-2230-642000-19527-2130	Classified Employees : Speech/Acquired Brain - Ian Krzeminski (100%)	51,218	
12-2230-642000-19527-3115	STRS - Non-Instructional : Speech/Acquired Br	2,913	
12-2230-642000-19527-3215	PERS - Non-Instructional : Speech/Acquired Br	7,955	
12-2230-642000-19527-3315	OASDHI - Non-Instructional : Speech/Acquired	3,269	
12-2230-642000-19527-3325	Medicare - Non-Instructional : Speech/Acquire	1,062	
12-2230-642000-19527-3415	H & W - Non-Instructional : Speech/Acquired B	17,092	
12-2230-642000-19527-3435	H & W - Retiree Fund Non-Inst : Speech/Acquir	2,659	
12-2230-642000-19527-3515	SUI - Non-Instructional : Speech/Acquired Bra	37	
12-2230-642000-19527-3615	WCI - Non-Instructional : Speech/Acquired Bra	1,648	
12-2230-642000-19527-3915	Other Benefits - Non-Instruct : Speech/Acquir	1,850	
<b>Total Department 19527 Speech/Acquired Brain Injury</b>		<b>109,892</b>	<b>-</b>
<b>Total Project 2230 DSPS</b>		<b>1,122,400</b>	<b>1,122,400</b>



**SPECIAL PROJECT DETAILED BUDGET #2230**  
**NAME: Disabled Student Programs and Services (DSPS) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/01/17 - 6/30/18  
 CONTRACT INCOME: \$1,100,828 - SAC P1 Allocations  
 Augmentation: \$ 21,572 - SAC P2 Allocations  
**TOAL CONTRACT INCOME: \$1,122,400**

PROJ. ADM. Arnulfo Cedillo (Interim)  
 PROJ. DIR. Veronica Oforlea

*Prime Sponsor: CCC Chancellor's Office*

*Fiscal Agent: RSCCD*

Rev. Date: 05/01/18

*CFDA #: N/A; Award #: N/A*

GL Accounts	Description	Debit	Credit
11-2230-642000-19523-2130	Classified Employees : Deaf & Hard of Hearing - Ruth Rodriguez (80%)	85,763	
11-2230-642000-19523-3215	PERS - Non-Instructional : Deaf & Hard of Hea	13,319	
11-2230-642000-19523-3315	OASDHI - Non-Instructional : Deaf & Hard of H	5,392	
11-2230-642000-19523-3325	Medicare - Non-Instructional : Deaf & Hard of	1,260	
11-2230-642000-19523-3415	H & W - Non-Instructional : Deaf & Hard of He	18,176	
11-2230-642000-19523-3435	H & W - Retiree Fund Non-Inst : Deaf & Hard o	3,157	
11-2230-642000-19523-3515	SUI - Non-Instructional : Deaf & Hard of Hear	46	
11-2230-642000-19523-3615	WCI - Non-Instructional : Deaf & Hard of Hear	1,956	
11-2230-642000-19523-3915	Other Benefits - Non-Instruct : Deaf & Hard o	1,200	
<b>Total Department 19523 Deaf &amp; Hard of Hearing</b>		<b>130,269</b>	<b>-</b>
11-2230-493031-19525-1110	Contract Instructors : Learning Disabled - Louise Janus (40%) & Mark Turner (40%)	76,605	
11-2230-493031-19525-3111	STRS - Instructional : Learning Disabled	5,365	
11-2230-493031-19525-3211	PERS - Instructional : Learning Disabled	6,124	
11-2230-493031-19525-3311	OASDHI - Instructional : Learning Disabled	2,489	
11-2230-493031-19525-3321	Medicare - Instructional : Learning Disabled	1,132	
11-2230-493031-19525-3411	H & W - Instructional : Learning Disabled	16,043	
11-2230-493031-19525-3431	H & W - Retiree Fund Inst : Learning Disabled	2,834	
11-2230-493031-19525-3511	SUI - Instructional : Learning Disabled	41	
11-2230-493031-19525-3611	WCI - Instructional : Learning Disabled	1,756	
11-2230-493031-19525-3911	Other Benefits - Instructional : Learning Dis	1,400	
<b>Total Department 19525 Learning Disabled</b>		<b>113,789</b>	<b>-</b>
<b>Total Project 2230 DSPS</b>	<b>Match</b>	<b>244,058</b>	<b>-</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To: Board of Trustees	Date: May 14, 2018
Re: Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC for the Industry Sector Projects in Common (ISPIC) - Industry Partners Engagement Platform Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's Career Technical Education (CTE) Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with Career Technical Education Data Unlocked Initiative implementation partners.

**ANALYSIS**

The California Community Colleges Chancellor's Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program or other funds to implement projects featuring industry validated best practices, content, and/or models. A sub-agreement (DO-17-2220-178) has been developed for Integrative Impact, LLC to implement one of the approved ISPIC projects: the Industry Partners Engagement Platform project.

**Project Director:** Sarah Santoyo      **Project Administrator:** 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: \$100,000.00 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
INTEGRATIVE IMPACT, LLC**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Integrative Impact, LLC** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC), the Industry Partners Engagement Advisory Platform project**, hereinafter “Project,” which is supported by Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**  
SUBCONTRACTOR agrees to perform the work for the approved ISPIC Industry Partners Engagement Platform project through the Scope of Work, Exhibit A, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. **Period of Performance**  
The period of performance for this Agreement shall be from May 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.
3. **Total Cost**  
The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment of the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Executive Director of Resource Development  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. 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.

11. Subcontract Assignment

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 guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Executive Director of Resource Development  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**  
Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Nicole Sherman  
Integrative Impact, LLC  
8941 Atlanta Avenue, Suite 421  
Huntington Beach, CA 92646  
(714) 334-0042, [nicole@integrativeimpact.com](mailto:nicole@integrativeimpact.com)

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Integrative Impact,  
LLC

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

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

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

Board Approval Date: May 14, 2018

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

Name: \_\_\_\_\_

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

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

81-1279311

Employer/Taxpayer Identification Number (EIN)



List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14 (*NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.*)

**Integrative Impact, LLC**  
8941 Atlanta Avenue  
Suite 421  
Huntington Beach, CA 92646

**Nicole Sherman**  
(714) 334-0042  
nicole@integrativeimpact.com  
www.integrativeimpact.com



# PROPOSAL

## INDUSTRY PARTNERS ENGAGEMENT PLATFORM

Best practices for onboarding and engaging local and regional industry partnerships to obtain accurate industry feedback on career education programs and improved access for students seeking business experience.

Prepared for:

Sarah Santoyo

**Executive Director, Resource Development**  
**Rancho Santiago CCD**  
**Santoyo\_Sarah@rsccd.edu**

**Proposal Issued:**  
April 27, 2018

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# Executive Summary

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Industry partnerships are critical to ensure community college career education programs provide the skills and competencies needed by students to obtain employment. College departments and statewide regions engage industry in a variety of formats and at varying frequencies, but there is a need to develop a method by which industry partners can be engaged in a nimble, consistent manner. This will allow for improved statewide accuracy on industry needs and increased engagement between all stakeholders working together for the benefit of community college students.

This project supports the overarching mission of the CCCAOE Industry Partnerships Committee to research and communicate best practices for onboarding local/regional industry advisory members and implement statewide industry partnership strategies. Steve Wright and Leah Goold-Haws are Co-Chairs of this committee and will be key members of the project team along with Nancy Jones, CTE Dean at Coastline College. The combined connections of the project team allow for seamless accessibility to key stakeholders both within the community college system as well as business leaders across several statewide sectors.

Understanding the needs and expectations of stakeholders (college faculty, administrators, regional consortia, sector and deputy sector navigators, business leaders and workforce development partners) and discovering industry partnership best practices will inform the development of an Industry Partnerships and Engagement toolkit and web portal to be launched for statewide use.

In addition to communicating best practices, the project team will explore the use of a dedicated website platform through which industry partnerships can hold virtual meetings, discussions and comment on curriculum being developed and/or revised. Digital collaboration platforms enable educators and business professionals to participate in meaningful discussions and share information in real-time. While some industry partnerships may continue to meet in person, a virtual platform can expand the event by allowing members unable to attend to participate in the dialogue in a customized, online space after the meeting.

Engagement support is critical to onboarding, engaging and growing industry partnerships, and is the underlying support of the entire project. An active community manager will engage with stakeholders and participants through the initial web portal and the prototype website platform through daily monitoring of discussion boards and by providing regular newsletters and communications.

## Project Objective

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The primary objective of this project is to determine best practices for onboarding and engaging local/regional industry advisory members and implement statewide industry partnership strategies.

## Project Definition

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This section will delineate all the relevant information pertaining to this project.

## Project Management

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All successful projects have identified personnel in responsible roles. This project will have the following participants:

### **Doing What MATTERS, California Community Colleges**

Nicole Sherman, Integrative Impact LLC – Product Manager

Steve Wright – ICT-Digital Media Sector Navigator\*

Leah Goold-Haws – CITD Director\*

Nancy Jones – Dean of CTE, Coastline College\*

\*Doing What MATTERS guidance will be provided by Steve Wright, Sector Navigator ICT-DM, Leah Goold-Haws, CITD Director, and Nancy Jones, Coastline College, on a monthly advisory and participative support role as part of their college and grant-funded duties. Neither Steve Wright, Leah Goold-Haws or Nancy Jones will receive compensation from this project.

## Project Profile

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This section will give a detailed description of the scope, methodology, and deliverables of this project.

### **Assumptions and Goals**

This project will be based on the following assumptions and intended outcomes:

- Establish best practices for the building and engagement of industry partnerships which will help colleges obtain accurate industry feedback on programs as well as provide better access for students seeking business experience

- Explore the use of a website platform customized for industry partnership virtual meetings, discussions, curriculum feedback and student work opportunities such as internships and jobs
- Provide continuous engagement in an effort to increase the effectiveness of active industry advisory boards and participation among members

### Methodology

While performing this project, there are several key elements that will function as a guide to relevant results.

### **NEEDS ASSESSMENT AND BEST PRACTICES**

- Research needs of stakeholders, including college faculty, administrators, regional consortia, sector and deputy sector navigators, business leaders, WIBs, etc. to determine desired outcomes and expectations of engaging as partners on advisory boards and/or in other groups.
- Identify best practices in the establishment and continual engagement of industry partners both from the community college and business perspectives.
- Research and analyze emerging opportunities of industry partnerships and engagement.
- Draft summary document for stakeholder feedback and critique.

Research will be conducted by proactively engaging stakeholders in a collaborative environment. Methods may include focus group calls and surveys and will include input from the CCCAOE Industry Partnerships Committee, Celina Shands of Full Capacity Marketing, and others.

### **COMMUNICATION OF BEST PRACTICES**

- Develop a best practices and emerging opportunities PDF toolkit for voluntary college implementation. This will include findings from research and will provide recommendations for engaging with industry.
- Design and launch an Industry Partnerships and Engagement web portal on which to host the toolkit, links to relevant websites and information, and an area for online discussions.
- Develop and launch a statewide community college campaign to announce the web portal and toolkit.
- Host follow up discussions and/or webinars to answer questions and continue the dialogue around industry partnerships and engagement strategies.

- Provide community engagement support to all interested stakeholders via daily monitoring of the web portal discussion board and regular newsletters and communications.

### **INDUSTRY PARTNERSHIPS WEBSITE PLATFORM (PROTOTYPE)**

- Investigate existing website platforms for industry partnership use
- Develop list of desired features including holding virtual meetings, document commenting/feedback, surveys, etc.
- Engage vendor to customize website platform prototype to roll out to pilot group of industry advisory boards/partnerships.
- Enhance website platform with add-ons and applications that allow industry partnerships and engagements to achieve scale and statewide value.

### **WEBSITE PLATFORM OPERATIONS AND COMMUNITY ENGAGEMENT**

- Proactively manage the operational and community aspects of the website platform for increasing engagement and value to all stakeholders, i.e., industry, educators, students, community.
- Engage with platform participants on a regular basis by responding to questions and comments in an effort to nurture community engagement and encourage additional participation.

### **RE-EVALUATION AND RECOMMENDATIONS**

- Re-evaluate project, including website platform and recommend updates and changes with further investment

### **Deliverables**

At the end of this project the deliverable items will include but not be limited to:

- Report of industry partnership and engagement best practices, strategies and opportunities, including measured results, which allow for future replication by participating regions and/or colleges.

## Work Plan/Delivery

<b>NEEDS ASSESSMENTS AND BEST PRACTICES</b>		
<b>Task</b>	<b>Target Completion Date</b>	<b>Assigned To</b>
Research needs of stakeholders, including college faculty, administrators, regional consortia, sector and deputy sector navigators, business leaders, WIBs, etc. to determine desired outcomes and expectations of engaging as partners on advisory boards and/or in other groups.	6/30/18	Project Manager and Team
Identify best practices in the establishment and continual engagement of industry partners both from the community college and business perspectives.	7/31/18	Project Manager
Research and analyze emerging opportunities of industry partnerships and engagement.	7/31/18	Project Manager
Draft summary document for stakeholder feedback and critique.	8/15/18	Project Manager and Team
<b>COMMUNICATION OF BEST PRACTICES</b>		
Develop a best practices and emerging opportunities PDF toolkit for voluntary college implementation.	9/30/18	Project Manager & Team
Design and launch an Industry Partnerships and Engagement web portal on which to host the toolkit, links to relevant websites and information, and an area for online discussions.	9/30/18	Project Manager & Team, Website Developer
Develop and launch a statewide community college campaign to announce the web portal and toolkit.	9/30/18	Project Manager
Host follow up discussions and/or webinars to answer questions and continue the dialogue around industry partnerships and engagement strategies.	ongoing	Community Manager & Team
Provide community engagement support to all interested stakeholders via daily monitoring of the web portal discussion board and regular newsletters and communications.	ongoing	Community Manager
<b>INDUSTRY PARTNERSHIPS WEBSITE PLATFORM (PROTOTYPE)</b>		
Investigate existing website platforms for industry partnership use	7/31/18	Project Manager & Team
Develop list of desired features including holding virtual meetings, document commenting/feedback, surveys, etc.	8/15/18	Project Manager & Team
Engage vendor to customize website platform prototype to roll out to pilot group of industry advisory boards/partnerships.	10/30/18	Project Manager
Enhance website platform with add-ons and applications that allow industry partnerships and engagements to achieve scale and statewide value.	12/31/18	Project Manager



<b>WEBSITE PLATFORM OPERATIONS AND COMMUNITY ENGAGEMENT</b>		
Proactively manage the operational and community aspects of the website platform for increasing engagement and value to all stakeholders, i.e., industry, educators, students, community.	Ongoing	Community Manager
Engage with platform participants on a regular basis by responding to questions and comments in an effort to nurture community engagement and encourage additional participation.	Ongoing	Community Manager
<b>RE-EVALUATION AND RECOMMENDATIONS</b>		
Re-evaluate project, including website platform and recommend updates and changes with further investment	12/3/18	Project Manager & Team

# Rancho Santiago CCD Investment

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<b>Task</b>	<b>Minimum Amount</b>
Marketing and Engagement Activities as Outlined – <b>Rancho Santiago CCD</b>	<b>\$100,000</b>
Marketing and Engagement Activities as Outlined – Participating Regions	\$100,000
<b>Total Cost</b>	<b>\$200,000</b>

## Draft Budget

Category	Total Category Budget
Project Management Team <ul style="list-style-type: none"> <li>• Project Manager &amp; Assistant – 6 months</li> </ul>	\$35,000
Website Platform <ul style="list-style-type: none"> <li>• Prototype development and launch</li> </ul>	\$40,000
Community Engagement Manager <ul style="list-style-type: none"> <li>• Daily, full-time community engagement activities</li> </ul>	\$15,000
Material and Website Development and Printing <ul style="list-style-type: none"> <li>• Industry Partnerships and Engagement Toolkit, web portal</li> </ul>	\$10,000
<b>Total</b>	<b>\$100,000</b>

## Payment Terms

ICT-Digital Media Sector has co-developed the Industry Partners Engagement Platform Project with Integrative Impact and has approved Integrative Impact as the sole contractor to manage and administer the project and budget. On approval, Integrative Impact will invoice Rancho Santiago CCD for the ISPIC funding portion of the project.

# Preliminary Project Schedule

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This section proposes a project schedule. This schedule is preliminary and may be adjusted for actual dates before or after the project is approved.

## Sign Contract or Purchase Order

Rancho Santiago CCD will provide a purchase order or contract by **June 1, 2018**.

## Commence Work on Project

Work on the project will commence on **June 1, 2018**

## Project Duration

This project is expected to be complete by **December 31, 2018**.

### Accepted and agreed:

### Integrative Impact, LLC

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

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

Print Name: \_\_\_\_\_

Name: Nicole Sherman

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

Title: Owner

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

Date: April 27, 2018

## Appendix A – Integrative Impact, LLC

---

As a full-service grant support firm, Integrative Impact is dedicated to helping grantees achieve work plan goals and objectives, in order to produce measurable and meaningful outcomes. To accomplish this, Integrative Impact creates strategies to establish and nurture partnerships within the California Community College system as well as with business and industry. Marketing strategies are employed to increase awareness and gain support around grant programs. Additionally, Integrative Impact provides a variety of administrative services which enables its clients to focus on high-level priorities, working within their individual areas of expertise.

### Research, Execution and Engagement

Integrative Impact employs a three-part framework when approaching projects to ensure all strategies implemented provide measurable results. The **Research** process begins with learning what the target audience needs, whether they are students (current or prospective), faculty, administrators, or businesses. Research always informs the project or program development process. **Execution** involves applying the right launch strategies to maximize program visibility and participation. **Engagement** strategies help clients grow their reach through meaningful and consistent communication with their audience.

### Nicole Sherman, Owner

Nicole Sherman has been providing grant program services for the California Community Colleges for more than 18 years. Her work with a variety of economic and workforce development programs has given her an in depth knowledge of many system processes, including program development, report writing, and grant application and renewal procedures. Her specialties include research, development and implementation of career pathways as well as developing relationships and identifying partnership opportunities within the California Community College system and with business and industry. She also designs and writes copy for program brochures, websites, and promotional communications.

Nicole has been instrumental in the promotion and adoption of the Information Communications Technologies/Digital Media (ICT-DM) Business Information Worker Pathway and IT Technician Pathway by colleges statewide. Through her outreach efforts she has developed positive relationships with faculty and administrators which allow her to showcase the Sector's value to students, businesses, and community colleges.

A graduate of the California Community Colleges, Nicole received an A.A. in Business Management from Cosumnes River College and a B.A. in Communicative Disorders from California State University, Long Beach. Integrative Impact also works with the statewide Advanced Transportation and Renewable Energy, Small Business, and Health Sectors.

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



October 21, 2017

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Career Education (CTE) Deans  
Regional Consortia Chairs & Other WED Grantees

**From:** Van Ton-Quinlivan Vice Chancellor,  
CCCCO Workforce & Digital Futures

**CC:** Javier Romero, Dean, CCCCCO Workforce & Economic Development  
CCCCO WED Leadership & Staff  
Sector Navigators, Deputy Sector Navigators

**Subject: Match Dollars to Promote Industry Sector Projects-in-Common  
Year 2 of the Strong Workforce Program**

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars\* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

*\*Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

**HOW DO I SEEK OUT THE MATCH?**

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

<b>To:</b>	Board of Trustees	<b>Date:</b> May 14, 2018
<b>Re:</b>	Approval of Sub-Agreement between RSCCD and SynED for the Industry Sector Projects in Common (ISPIC) - Information Technology Readiness and Cybersecurity Competitions Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
<b>Action:</b>	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's Career Technical Education (CTE) Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with Career Technical Education Data Unlocked Initiative implementation partners.

**ANALYSIS**

The California Community Colleges Chancellor's Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program or other funds to implement projects featuring industry validated best practices, content, and/or models. A sub-agreement (DO-17-2220-179) has been developed for SynED to implement one of the approved ISPIC projects: the Information Technology Readiness & Cybersecurity Competitions project.

**Project Director:** Sarah Santoyo      **Project Administrator:** 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: \$100,000.00 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SYNED**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **SynED** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC), the Information Technology Readiness & Cybersecurity Competitions project**, hereinafter “Project,” which is supported by Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work for the approved ISPIC Information Technology Readiness & Cybersecurity Competitions project through the Scope of Work, Exhibit A, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from May 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00 USD.



4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment of the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Executive Director of Resource Development  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. 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.

11. Subcontract Assignment

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 guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD:**

**Primary Contact:**

Rancho Santiago Community College District  
Sarah Santoyo, Executive Director of Resource Development  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Scott Young  
SynED  
2060-D Avenida de Los Arboles, Suite 771  
Thousand Oaks, CA 91362  
(310) 613-4534, [syoung@SynEd.com](mailto:syoung@SynEd.com)

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: SynED

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

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

Board Approval Date: May 14, 2018

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14 (*NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.*)

**SynED**

2060-D Avenida de Los Arboles  
Suite 771  
Thousand Oaks, CA 91362

**Scott Young**

(310) 613-4534  
[syoung@SynEd.com](mailto:syoung@SynEd.com)  
[www.SynEd.com](http://www.SynEd.com)



# PROPOSAL

## IT READINESS AND CYBER COMPETITIONS

Prepared for:

### **Steve Wright**

**ICT-DM Sector Navigator**

**Rancho Santiago Community College District**

2323 North Broadway, Suite 350

Santa Ana, CA 92706

P (805) 496-8583 E [steve@wrightca.com](mailto:steve@wrightca.com)

**Proposal Issued:**

April 9, 2018

### Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of SynED. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



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## Executive Summary

SynED is pleased to submit this proposal to the Rancho Santiago Community College District in support of two state-wide projects related to the Information and Communication Technologies and Digital Media sector.

The purpose of this proposal is to work with the 4 Community College regions across the state to build the funnel of students coming from high school into colleges by establishing community based cyber competition teams that compete for their host cities and mayors. Additionally, these projects will work with colleges in these regions to attain their Center of Academic Excellence (CAE2Y) of Information Assurance/Cyber Defense designation which is a standard of excellence established by the National Security Agency (NSA) and the Department of Homeland Security (DHS) to identify designated institutions as quality sources for education and employees.

Our team has **deep expertise** in managing projects like this and will work closely with Steve Linthicum, the Orange County Region ICT-DM Deputy Sector Navigator, to ensure that quality, qualified specialists are used to execute the tasks contained in the scope of this project.

It is important to understand that successful regional projects are multifaceted and require a number of components. We leverage quality, turn-key components for infrastructure services to help ensure that your foundation is trouble free and sustainable. SynED then helps you focus on the core elements of your program that make it relevant to the needs of your business community and local population in general.

What this means for you:

**No start up time.** We are ready to start on Day One. From our experience, we will save your staff a significant amount of startup time to understand the technical issues, the challenges, and, most importantly, how to set up a digital badging that can sustain relevance over time.

**We believe in the mission of the California Community Colleges.** We have deep experience and first-hand knowledge of the mission and purpose of the college. We bring our enthusiasm and professionalism to your local employers as an ambassador for your brand. We ourselves have worked in education and industry. We can serve as a bridge between the college and the local employer community.

**You will gain significant cost efficiencies.** Because of the research work already done, there will be cost savings to the college. Contract dollars will go further and your internal team will gain the value of preparation work already done. As a result, the college will be up and running with a project that will bring value in this calendar year.

# Project Definition

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This section will delineate all the relevant information pertaining to this project.

## Project Management

---

All successful projects have defined personnel in responsible roles. This project will have the following individuals as project managers:

**RSCCD Project Lead:** Steve Linthicum

Steve recently accepted the role as Deputy Sector Navigator (ICT/Digital Media) for the Orange County Region, after retiring from his role as a tenured faculty member at Sierra College in Rocklin, California, in June 2017. Additionally, Steve's responsibilities are being expanded to serve as a Co-Project Director for the Cybersecurity Apprenticeship Innovation Grant issued by the California Community College Chancellor's Office to Coastline Community College in Orange County, California.

**SynEd's Project Lead:** Scott Young - Director

Scott has been providing results-based technology and operational solutions to higher education and fortune 100 companies for over 25 years. He has also been actively involved in workplace education for the past 15 years supporting companies with competency-based curriculum design and assessment.

### ***SynED's Signature Project Management***

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This project will follow the SynED continual quality cycle of implementation. We bring technical expertise, key industry relations, and experience with implementing various projects for community colleges.

One key issue we stress is the importance of building in a **quality control feature** for the future. Like community colleges in general, we plan for stability and future value.

This proposal identifies the **details, scope and timing** of each phase and provides a total cost breakout for executing each sub-project.

We remain available and accessible to help the College of the Canyons implement and maintain this project.

## Project Profile

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This section provides a detailed description of the components being implemented, the configuration, customizations, and graphic requirements in the project.

### ***The Project Background***

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Sector state-wide projects are designed to provide a consistent and uniform approach to achieving the objectives of the Sector Navigator.

### ***Project Component: California Mayors Cyber Cup Competitions***

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#### WHAT

The California Mayors Cup is a competition across California that aligns with the California cities and mayors. Student teams will compete in a cyber competition on behalf of their city mayor once per year in the spring to bring home the cup to their city hall trophy cabinet for that year.

#### WHY

Cyber competitions are activities that bring cybersecurity awareness to communities and build strong and ethical character in the students who participate. This, in turn, helps build a future cyber workforce for all cities in California.

To be successful in the efforts to fill the shortage of jobs in cybersecurity, it is critical to have city level buy-in from California's elected public servants. Each city has its own footprint of local businesses and cybersecurity needs. By sponsoring cyber competitions, California's mayors are showing their support for meeting the needs in cybersecurity and for preparing our future workforce.

#### WHO

The Mayors Cup will target high school teams in the region. The Mayors Cup is open to any team, not just those registered with the AFA for CyberPatriot. The regional California Community College ICT sector representative (Deputy Sector Navigator), in conjunction with the mayors in their regions, will determine the teams to be invited to compete in the Mayors Cup. This will ensure that competitors are from diverse economic, social and ethnic backgrounds to provide a rich competition experience for those who may not have had the chance to participate.



A cybersecurity awareness presentation will be offered during the competition to help educate and inform the attendees on the state of cybersecurity in California, the impact in their local communities, the challenges facing the state and the solutions being pursued, including building a future workforce through strong cyber programs in middle and high school.

Key stakeholders in this program are:

- Mayors
- School Administrators
- Competition hosts
- Cyber Teams and Coaches
- CCC ICT-DM DSN's

## WHEN

Saturday, April 28<sup>th</sup>, 2018 will be the first simultaneous Mayors Cup competitions.

## WHERE

Four regions will participate in the first year: Sacramento, Orange County, Central Valley, and Inland Empire, with 8 – 12 teams per location. In 2019 the goal will be to bring on the remaining six regions.

## HOW

The technical goals for the Mayors Cup competitions are as follows.

1. Provide a level playing field by equity of access for all competitors. Ideally, competitors will access the competition using Chromebooks or similar notebook computers.
2. Run images centrally or run a cloud-based competition to decrease technical support required for competitors or hosts. No loading of images on competition computers would be required.
3. All sites will be linked together via video feeds to create a collaborative, fun, and competitive environment.

The competition images will be hosted virtually at the Folsom Lake College NETLAB+ hub and all teams will use Chromebooks or other computers to access the images via the internet.

## ***Regional Outcomes***

---

Each region will strive toward meeting the following goals by July 1, 2018.

1. Sign up 5 new coaches
2. Obtain 20 new cyber camp registrations
3. Obtain 5 local sponsors
4. Have 1 new high school or junior high school become an active supporter of cyber competitions.

## ***Project Component: College CAE2Y Designation Application***

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The ICT-DM sector is a strong proponent to having many colleges in the Community College network achieve their CAE2Y designation to establish that network of colleges as a desirable place to go for cybersecurity training, also establishing them a preferred source for highly trained professionals in cybersecurity. This project will provide mentors and help stipend participating college faculty to get compliance and apply for the CAE2Y designation at their campus. There are many reasons for a college to pursue their designation.

### **Why Apply for the CAE?**

**Institution externally** – CAE status is recognized by a growing number of businesses and professional associations, thereby bringing prestige and opportunities for new and beneficial partnerships.

**Institution internally** – CAE status can pave the way for cybersecurity to become an integral part of the institution.

**Business community** – Businesses will be more likely to turn to a CAE institution for training and new hire needs. Having a CAE institution in their region/local community is a matter of pride and new opportunities.

**The program** – CAE status provides prominence to the cybersecurity program internally and externally. Student enrollments are likely to grow. The senior administration gains a better understanding of the program and will be more likely to support its needs.



**The faculty** – Faculty members benefit from being a part of the CAE Community and professional development opportunities provided by NSF-supported Advanced Technological Education (ATE) centers and projects.

**Students** – The degree and/or certificate with clear identification of the institution as a CAE will improve students’ opportunities in job search, further academic advancement, etc.

Regions and Suggested Colleges to Participate in this Effort. Note that the colleges listed below have either expressed interest or are committed to obtaining the CAE2Y designation.

**Bay Area**

Merritt College

**Central Region**

Delta College

**Central Coast**

College of the Canyons

Moorpark College

**Inland Empire**

Riverside Community College

**Greater Sacramento Region**

Cosumnes River College

Sierra College

**Los Angeles**

Rio Hondo College

**Orange County**

Coastline Community College

Cypress College



## **San Diego Region**

Mira Costa College

Cuyamaca College

## ***Sector Outcomes***

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The ICT-DM Sector will strive toward meeting the following goals by December 31, 2018.

- Five Colleges successfully completing their CAE2Y application process.



# RSCCD's Investment

This is a fixed bid project. SynEd makes every attempt to be as accurate and professional as possible in the bidding process. Should the scope or requirements of this project change, whether by customer request or by items uncovered by SynEd, SynEd will issue a request for a change order which must be approved by customer before proceeding.

Task	Amount	Notes
California Mayors Cup Competitions	<b>\$50,000.00</b>	Participating regions will contribute matching funds.
CAE2Y Designation Acquisition	<b>\$50,000.00</b>	Participating colleges will match funds to support their application effort.
<b>Total Cost</b>	<b>\$100,000.00</b>	



## Preliminary Project Schedule

---

This section proposes a project schedule. This schedule is preliminary and will most likely be adjusted for actual dates before or after the project is approved.

### ***Sign Letter of Engagement***

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**Client** will provide an executed contract on or before **July 1, 2018**.

### ***Commence work on project***

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Work on California Mayors Cyber Cup began on **March 15, 2018**.

Work on the CAE2Y project will commence on **July 1, 2018**.

### ***Final Deliverable***

---

California Mayors Cyber Cup 2018 will be complete on **June 30, 2018**.

CAE2Y application support will be complete by **December 31, 2018**.

NOTE: Delays in getting content or approvals will cause these proposed dates to be extended by the length of the delay.



## Appendix A

### ABOUT SYNED

SynED is a non-profit organization providing higher education professional services to facilitate development of new models of curriculum delivery, industry alliance and service in an increasingly complex and rapidly changing environment.

Our network of professionals provides services and support to help you get things done that your staff and faculty do not have the expertise or bandwidth to do. We help you leverage your existing resources and initiatives while adding the people, processes and technology needed to achieve your goals and maximize your outcomes.

We identify emerging best practices for effective articulation between employers, jobseekers and education providers. We identify issues, processes and technologies based on evidence and identify goals and objectives that meet the needs of your stakeholders.

#### Our Current Projects and Initiatives include:

- Managing Business Processes
- Project Management
- Program Marketing and Outreach
- Advisory Panels Round Tables and Focus Groups
- Case Studies and Advisory Reports
- Environmental Scans and Needs Assessments
- Micro Credential Implementation
- Vendor Capabilities Assessment and Specification
- Professional Development
- Communication and Marketing Analysis
- Scholarship Development
- EdTech proof of concept development

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



October 21, 2017

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Career Education (CTE) Deans  
Regional Consortia Chairs & Other WED Grantees

**From:** Van Ton-Quinlivan Vice Chancellor,  
CCCCO Workforce & Digital Futures

**CC:** Javier Romero, Dean, CCCCCO Workforce & Economic Development  
CCCCO WED Leadership & Staff  
Sector Navigators, Deputy Sector Navigators

**Subject: Match Dollars to Promote Industry Sector Projects-in-Common  
Year 2 of the Strong Workforce Program**

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars\* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

*\*Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

**HOW DO I SEEK OUT THE MATCH?**

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Sub-Agreements between RSCCD and Kern, Los Rios, Merced, State Center, Sonoma, Ventura, West Hills, and Yosemite Community College Districts for the Industry Sector Projects in Common (ISPIC) - Ensuring Safe Food Production and Distribution Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's Career Technical Education (CTE) Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with Career Technical Education Data Unlocked Initiative implementation partners.

**ANALYSIS**

The California Community Colleges Chancellor's Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program or other funds to implement projects featuring industry validated best practices, content, and/or models. Sub-agreements have been developed for eight colleges to participate in an ISPIC project, the Ensuring Safe Food Production and Distribution project, approved by the Chancellor's Office. Please click on the agreement number below for the link to the sub-agreement.

College	District	Amount	Agreement #
Bakersfield College	Kern CCD	\$18,000.00	<a href="#">DO-17-2220-185</a>
Cosumnes River College	Los Rios CCD	\$18,000.00	<a href="#">DO-17-2220-186</a>
Merced College	Merced CCD	\$18,000.00	<a href="#">DO-17-2220-187</a>
Modesto Junior College	Yosemite CCD	\$18,000.00	<a href="#">DO-17-2220-188</a>
Reedley College	State Center CCD	\$18,000.00	<a href="#">DO-17-2220-189</a>
Santa Rosa Junior College	Sonoma County CCD	\$18,000.00	<a href="#">DO-17-2220-190</a>
Ventura College	Ventura County CCD	\$18,000.00	<a href="#">DO-17-2220-191</a>
West Hills College – Coalinga	West Hills CCD	\$18,000.00	<a href="#">DO-17-2220-192</a>

**Project Director:** Sarah Santoyo      **Project Administrator:** Enrique Perez

**RECOMMENDATION**

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

Fiscal Impact: \$144,000.00 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
KERN COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [COMMUNITY COLLEGE DISTRICT] Kern Community College District (hereinafter “SUBCONTRACTOR”), on behalf of [COLLEGE]. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC), the Ensuring Safe Food Production and Distribution project**, hereinafter “Project,” which is supported by Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the approved ISPIC Ensuring Safe Food Production and Distribution project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$18,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share or other funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Executive Director of Resource Development  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. 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.

11. Subcontract Assignment

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 guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Sarah Santoyo, Executive Director of Resource Development  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466, [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

NAME, TITLE  
COLLEGE  
ADDRESS  
CITY, STATE ZIP  
PHONE, EMAIL

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: [*Community College  
District*]

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

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

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

Board Approval Date: May 14, 2018

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

Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14 (*NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.*)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Sub-Agreement between RSCCD and El Camino Community College District/El Camino College for the Industry Sector Projects in Common (ISPIC) - Advanced Manufacturing Sector Smart Manufacturing Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor's Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within the regional labor markets. A sub-agreement has been developed for El Camino College (DO-17-2220-181) to implement the ISPIC for the Advanced Manufacturing Sector that has been approved by the Chancellor's Office.

**Project Director:** Sarah Santoyo      **Project Administrator:** 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: \$400,000 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
EL CAMINO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and El Camino Community College District (hereinafter “SUBCONTRACTOR”) on behalf of **El Camino College**. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC) for the Advanced Manufacturing Sector**, hereinafter “Project,” which is supported by the Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work for the approved ISPIC for the Advanced Manufacturing Sector as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$400,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment of the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity



as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or 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 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 the PRIME SPONSOR or 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.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Jose Anaya  
El Camino College  
13430 Hawthorne Blvd.  
Hawthorne, CA 90250  
(310) 225-8265, [janaya@elcamino.edu](mailto:janaya@elcamino.edu)

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *El Camino Community  
College District*

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

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

Board Approval Date: May 14, 2018

95-6006652  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.)*

O/C To Plan  
 [Signature]  
 4/18/18

**ISPICS Advanced Manufacturing –  
 Smart Manufacturing Project**

**Description:** Our goal is to develop and imbed Smart Manufacturing education modules into existing education and workforce manufacturing programs at the K-12, Community Colleges and Universities. This project is designed so that any curriculum component can be easily adopted and customized by organizations. Our project will create the tools needed for adoption of Smart Manufacturing curriculum at all levels of education and training, as well as help industry increase their competitiveness by hiring students that understand Smart Manufacturing technologies. The proposal elements will be the catalyst for developing a rich Smart Manufacturing ecosystem in California. The partners on this project will match this proposal with over one million dollars.

**Industry Sector:** Advanced Manufacturing

**Lead Institution:** El Camino College / Jose Anaya

**College Grantee:** El Camino College

**Project Scope:** This project will address the development of a Smart Manufacturing (SM) educational program that ties K-12, Community Colleges and Universities together to create a Smart Manufacturing career pathway. This *SM Workforce Development Model* program team is composed of organizations from all levels of education and workforce development systems throughout California. Partners include: K-12 school districts, community colleges, 4year universities, the California Community College Chancellor's Office (CCCCO)<sup>1</sup>, Clean Energy Smart Manufacturing Innovation Institute (CESMII), the California State Department of Education, the California Labor and Workforce Development Agency (LWDA), the Governor's Office of Business and Economic Development (Go-Biz), Employment Training Panel (ETP), California Network for Manufacturing Innovation (CNMI), California Employment Development Department (EDD), California Manufacturing Technology Consulting (CMTC), and local governmental entities such as area Chambers of Commerce. El Camino has strong and established connections with the Chancellor's Office, which has earmarked hundreds of millions of dollars to support advanced manufacturing, career and technical education, and adult education. El Camino also has partnerships with other community colleges, statewide/regional sector navigators of advanced manufacturing throughout the state, 4year universities, and a long history of uniting with workforce training organizations. These strong relationships put us in the ideal position to complete the objectives set under this project.

One of the biggest challenges facing any emerging technology is a ready workforce. The catch22 is that it's difficult to get schools and workforce training agencies to develop new programs without a clear demand; and without a ready workforce, it's difficult for companies to adopt new SM technologies. With ISPICS's investment this project, we will create the elements

<sup>1</sup> *Doing What Matters for Jobs and the Economy*

of SM educational programs throughout California that can be replicated at no-or-low cost across the country. Our project will be the bridge to spread information between K-12 districts, community colleges, and 4-year universities -- systems that are already well funded. Once the curriculum is available, customizable, and embeddable, the number of educated and trained workers will increase and companies will be more likely to adopt SM technologies.

CESMII will connect companies at various levels of adopting smart manufacturing technology, and gain insight and build relationships with the huge network of colleges and training partners throughout the state.

Smart Manufacturing (SM) promises to be the most transformative industrial revolution yet for manufacturers, changing the way organizations think about resource allocation, production processes, materials handling, and the workforce. The importance of SM systems to the US economy cannot be stressed enough. For manufacturers to stay competitive and be a leader in the world, we must adopt SM technologies.<sup>2</sup>

The broad objective of SM is to develop superior products, produced at lower overall operational costs, and reduce time to market. For these goals to be realized, businesses will need a deep understanding of the benefits and essential ingredients in SM systems. Industry's ability to manage the re-skilling and retraining of their workforce will be a critical determinant of how swiftly these technologies are adopted.<sup>3</sup> For this to occur, it is crucial to have an availability of educational programs that produce technicians and engineers with an understanding of: smart manufacturing, all manufacturing processes (including additive manufacturing), supply chains, data analytics (including machine learning and deep learning), data processing, infrastructure and platform, and data acquisition (including sensors, virtual reality and augmented reality techniques).<sup>4</sup>

#### SM Workforce Development Model Program Goals:

- Develop core competencies for SM workforce: operators, technicians, and engineers
- Inventory existing SM workforce and education programs
- Conduct a gap analysis to document needs for SM education and training
- Work with CMTC's embedded CESMII team to assess business readiness for SM adoption
- Develop an awareness campaign for SM training
- Develop educational modules and classes for K-12, community colleges, and universities that can be used as modules to embed in existing career pathways or standalone classes

<sup>2</sup> Moret, Blake and Chand, Sujeet. "Smart Manufacturing Will Be the Core of a Healthier Economy". *Media Planet: Education and Career News*. <http://www.educationandcareernews.com/news/smart-manufacturing-will-be-the-core-of-a-healthier-economy>

<sup>3</sup> Barbier, François. "5 Trends for the future of manufacturing". *World Economic Forum: Annual Meeting of the New Champions*. 22 June 2017. <https://www.weforum.org/agenda/2017/06/what-s-going-on-with-manufacturingb013f435-1746-4bce-ac75-05c642652d42/>

<sup>4</sup> Mezied, Asmaa Abu. "What role will education play in the Fourth Industrial Revolution?". *World Economic Forum*. 22 January 2016. <https://www.weforum.org/agenda/2016/01/what-role-will-education-play-in-the-fourthindustrial-revolution/>

## EXHIBIT A

- Using an Autodesk platform, create an interactive simulated factory to demonstrate SM technologies and applications for students and educators
- Develop an 18-Unit Smart Manufacturing Certificate program and link it to existing K-12, community college, and university career pathway
- Develop an SM platform that integrates energy, waste streams and factory worker into the Autodesk Factory platform



EXHIBIT A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 1  
Create and embed educational modules into existing college manufacturing programs so students gain industry relevant skills in Industrial Internet of Things/Smart Manufacturing. This will help develop the smart manufacturing career pathway needed by industry..

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Develop core competencies for Smart Manufacturing workforce (operators, technicians and engineers) using DACUM methodologies for each occupation.	Core competencies developed for operators, technicians and engineers.	May 2018	Sector Navigator & CESMII
1.2	Conduct a gap analysis to document needs for Smart Manufacturing education and training to meet the needs of industry.	Industry gap reports developed to help identify education and training needs of Smart Manufacturing workforce	June 2018	Sector Navigator & CESMII

EXHIBIT A

1.3	Develop Smart Manufacturing education modules that are informed by gap analysis and core competencies.	Up to 10 Smart Manufacturing modules developed	October 2018	Sector Navigator, DSNs, College Faculty & CESMII
1.4	Hold workshops for college, university and K-12 faculty on how to embed smart manufacturing education modules into existing manufacturing programs	14 workshops held in the State	November 2018	Sector Navigator, DSNs, College Faculty & CESMII
1.5	Have colleges, universities and K-12 adopt smart manufacturing modules	10 colleges, 4 universities and 11 high schools will adopt modules and embed them into their existing manufacturing programs	December 2018	Sector Navigator, DSNs, College Faculty & CESMII

EXHIBIT A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)**

**Objectives**

Objective: 2  
Align K-12, community college and universities to develop a career pathway in Smart Manufacturing.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Create articulation agreements between K-12, community colleges and 4 Year universities involved with this project (UC Berkley, UCLA, UC Irvine, and Cal State Northridge) to create a seamless transistion.	Articulation agreements inplace with Laney, Glendale, El Camino, Cerritos and Irvine Valley Colleges and some of their feeder high schools.	January 2018	Sector Navigator, DSNs, Colleges & Universities
2.2				

EXHIBIT A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)**

**Objectives**

Objective: 3  
 Create an Interactive teaching simulator app to help students learn Smart Manufacturing methodologies like artificial intelligence, machine learning and virtual reality and how to use these technologies to improve efficiency, speed and flexibility across a simulated factory and its supplier value chain.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Develop an software based applications that simulate artificial intelligence, machine learning and virtual reality to improve efficiency, speed and flexibility.	Smart Manufacturing software simulator application created	August 2018	SN, CESMII & Autodesk
3.2	Hold the train-the-trainer workshops to help K-12, community colleges and university faculty understand and adopt simulator app.	Upto 30 K-12, community colleges and university faculty adopt the application	October 2018	Sector Navigator, DSNS, Colleges & Autodesk

EXHIBIT A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)**

**Objectives**

Objective: 4  
 Create a Smart Manufacturing class that can be adopted by colleges for credit or noncredit to introduce the concepts and applications of Smart Manufacturing.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Create a Smart Manufacturing class	Smart Manufacturing class created	October 2018	Sector Navigator & College Faculty
4.2	Colleges adopt Smart Manufacturing course	Three colleges adopt college course	December 2018	Sector Navigator & College Faculty

EXHIBIT A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 5  
 Develop an 18-Unit Smart Manufacturing Certificate program and link it to existing K-12, community college, and university career pathways

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Develop an 18-Unit Smart Manufacturing Certificate program	18-Unit Smart Manufacturing Certificate Program created	December 2018	Sector Navigator, Colleges, CESMII & Universities
5.2	Link 18-Unit Certificate Program to existing K-12, community college, and university career pathway	Three colleges link to the 18-Unit Certificate program	December 2018	Sector Navigator, Colleges, CESMII & Universities

EXHIBIT A

Board of Governors, California Community Colleges  
Chancellor's Office (CCCCO)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**APPLICATION BUDGET SUMMARY**

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH
			\$ 400,000	\$ 400,000
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 47,500	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 5,516	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 0	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 331,600	\$ 1,059,000
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 384,616	\$ 1,059,000
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		9	\$ 15,384	
<b>TOTAL COSTS:</b>		10	\$ 400,000	\$ 1,059,000

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. 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: Jose Anaya

Title: Sector Navigator, Advanced Manufacturing

Authorized Signature: 

Date: 11/26/18

**District Chief Business Officer (or authorized designee):**

Name: Jeff Hinshaw

Title: Business Manager

Authorized Signature: 

Date: 3.26.2018

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	400,000
1000	Academic Salaries, Instructional, Contract or Regular Status	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
2000	<b>Classified Salaries, Noninstructional (Regular, Full-time)</b>		
	Hourly Assistant (30 \$/hr x 1580 hours) = \$47,500	\$	47,500
		\$	-
		\$	-
		\$	-
3000	<b>Employee Benefits</b>		
	Hourly Assistant = 11.6%	\$	5,516
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-



**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	400,000
4000	<b>Supplies and Materials</b>	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
5000	<b>Other Operating Expenses and Services</b>		
	<b>Travel</b>	\$	-
	Travel and Mileage = \$3,000	\$	3,000
	<b>Train-the-Trainer Workshops</b>	\$	-
	Workforce Population: 4 one-day workshops (@ \$1,800 ea.) (\$7,200)	\$	7,200
	K-12 Workshop Teachers: 4 one-day workshops (@ \$1,800 ea.) (\$7,200)	\$	7,200
	Community College Workshop Faculty: 4 one-day workshops (@ \$1,800 ea.) (\$7,200)	\$	7,200
	University Faculty: 2 one-day workshops (@ \$1,800 ea.) (\$3,600)	\$	3,600
	Faculty Stipends to attend workshops (@ \$500 each for 60 high school, 30 college and 5 U faculty)	\$	47,500
	<b>Subcontractors</b>	\$	-
	Three DACUMs for Operator, Technician and Engineer (@ \$27,000 ea.)	\$	81,000
	Gap Analysis and Environmental Scan of Smart Manufacturing Needs	\$	9,900
	Smart Manufacturing Module Curriculum Development	\$	65,000
	Interactive Smart Manufacturing Teaching Simulator	\$	100,000
		\$	-
		\$	5.5 (20) ISPIC

Agreement No. DO-17-2220-181

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	400,000
		\$	-
		\$	-
		\$	-
		\$	-
6000	Capital Outlay	\$	-
		\$	-
7000	Other Outgo	\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	<b>384,616</b>
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	<b>15,384</b>
<b>TOTAL COSTS:</b>		\$	<b>400,000</b>

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET  
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	400,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000		\$	-
		\$	-
		\$	-
		\$	-
3000		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET  
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	400,000
4000		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
5000	CESMII Smart Manufacturing Education and Workforce Development and 18-Unit Smart Manufacturing Certificate	\$	500,000
	ETP Smart Manufacturing Workforce Training	\$	400,000
	El Camino College Strong Workforce	\$	35,000
	UCLA Smart Manufacturing Module Development	\$	81,000
	Cal State Northridge Module Development	\$	43,000
		\$	-

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Smart Manufacturing

DISTRICT: El Camino CCD

COLLEGE: El Camino College

RFA NUMBER: N/A

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET  
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		400,000
6000		\$ -
		\$ -
7000		\$ -
		\$ -
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 1,059,000</b>
<b>TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):</b>		
<b>TOTAL COSTS:</b>		<b>\$ 1,059,000</b>

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



October 21, 2017

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Career Education (CTE) Deans  
Regional Consortia Chairs & Other WED Grantees

**From:** Van Ton-Quinlivan Vice Chancellor,  
CCCCO Workforce & Digital Futures

**CC:** Javier Romero, Dean, CCCCCO Workforce & Economic Development  
CCCCO WED Leadership & Staff  
Sector Navigators, Deputy Sector Navigators

**Subject: Match Dollars to Promote Industry Sector Projects-in-Common  
Year 2 of the Strong Workforce Program**

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars\* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

*\*Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

**HOW DO I SEEK OUT THE MATCH?**

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of a Sub-Agreement between RSCCD and Hartnell, Lake Tahoe, Los Angeles, Los Rios, Marin, MiraCosta, San Francisco, San Joaquin Delta, San Jose-Evergreen, San Luis Obispo County, Shasta-Tehama-Trinity, State Center, Victor Valley, and West Valley-Mission Community College District for Industry Sector Projects in Common funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community College Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor's Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within the regional labor markets. Sub-agreement has been developed for 17 colleges to implement ISPIC projects for the Business & Entrepreneurship Sector that has been approved by the Chancellor's Office. Please click on the agreement number below for the link to the sub-agreement.

<b>College</b>	<b>District</b>	<b>Amount</b>	<b>Agreement No.</b>
Clovis College	State Center CCD	\$20,000	<a href="#">DO-17-2220-194</a>
College of Marin	Marin CCD	\$60,000	<a href="#">DO-17-2220-203</a>
Cosumnes River College	Los Rios CCD	\$2,500	<a href="#">DO-17-2220-195</a>
Cuesta College	San Luis Obispo CCD	\$30,000	<a href="#">DO-17-2220-196</a>
Evergreen College	San Jose-Evergreen CCD	\$10,000	<a href="#">DO-17-2220-197</a>
Fresno College	State Center CCD	\$20,000	<a href="#">DO-17-2220-198</a>
Hartnell College	Hartnell CCD	\$5,000	<a href="#">DO-17-2220-199</a>
LA Mission College	Los Angeles CCD	\$15,000	<a href="#">DO-17-2220-200</a>
LA Southwest College	Los Angeles CCD	\$40,000	<a href="#">DO-17-2220-201</a>
Lake Tahoe College	Lake Tahoe CCD	\$7,000	<a href="#">DO-17-2220-202</a>
MiraCosta College	MiraCosta CCD	\$35,000	<a href="#">DO-17-2220-204</a>



<b>College</b>	<b>District</b>	<b>Amount</b>	<b>Agreement No.</b>
Mission College	West Valley-Mission CCD	\$15,000	<a href="#">DO-17-2220-205</a>
San Francisco City College	San Francisco CCD	\$15,000	<a href="#">DO-17-2220-193</a>
San Joaquin Delta College	San Joaquin Delta CCD	\$20,000	<a href="#">DO-17-2220-206</a>
San Jose City College	San Jose-Evergreen CCD	\$5,000	<a href="#">DO-17-2220-207</a>
Shasta College	Shasta-Tehama-Trinity CCD	\$40,000	<a href="#">DO-17-2220-208</a>
Victor Valley College	Victor Valley CCD	\$60,000	<a href="#">DO-17-2220-209</a>

**Project Director:** Sarah Santoyo      **Project Administrator:** Enrique Perez

**RECOMMENDATION**

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

Fiscal Impact: \$399,500 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
NAME OF DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [NAME OF DISTRICT] (hereinafter “SUBCONTRACTOR”), on behalf of [NAME OF COLLEGE]. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC)**, [NAME OF PROJECT], hereinafter “Project,” which is supported by Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the approved ISPIC Integrating Entrepreneurship into Makerspaces project (i.e., *Exhibit A-Scope of Work*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and to perform work of the project as set forth in this Agreement and the aforementioned Scope of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed [\$00,000.00] USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement.

Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share or other funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment for the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Executive Director of Resource Development  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. 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.

11. Subcontract Assignment

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 guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Executive Director of Resource Development  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466, [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**  
Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

NAME, TITLE  
COLLEGE  
ADDRESS  
CITY, STATE ZIP  
PHONE, EMAIL

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *[NAME OF  
DISTRICT]*

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

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

Board Approval Date: May 14, 2018

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14 (*NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.*)



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Sub-Agreement between RSCCD and Southwestern Community College District/Southwestern Community College for the Industry Sector Projects in Common (ISPIC) – Global Business Certificate – Supply Chain Management Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor's Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within regional labor markets. A sub-agreement has been developed for Southwestern Community College (DO-17-2220-183) to implement an ISPIC project, the Global Business Certificate – Supply Chain Management project, approved by the Chancellor's Office.

**Project Director:** Sarah Santoyo      **Project Administrator:** 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: \$100,000 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Southwestern Community College District (hereinafter “SUBCONTRACTOR”) on behalf of **Southwestern Community College**. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC), the Global Business Certificate – Supply Chain Management project**, hereinafter “Project,” which is supported by the Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work for the approved ISPIC, the Global Business Certificate – Supply Chain Management project, as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment of the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity

as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or 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 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 the PRIME SPONSOR or 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.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Christine Perri, Dean  
Southwestern Community College  
900 Otay Lakes Road  
Chula Vista, CA 91910  
(619) 216-6668, [cperri@swccd.edu](mailto:cperri@swccd.edu)

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Southwestern  
Community College District*

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

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

Board Approval Date: May 14, 2018

95-6006659  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.)*



**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): **Southwestern CCD**

COLLEGE: **Southwestern Community College**

PROJECT: **Global Business Certificate - Supply Chain Managemer**

FISCAL YEAR: **2017-18**

RFA NUMBER: **N/A**

FUNDING SOURCE: **INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC) -  
STRONG WORKFORCE**

PROJECT BUDGET: **\$ 100,000**

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Business Certificate - Supply  
Chain Management

COLLEGE: Southwestern Community College

RFA NUMBER: N/A

**CONTACT PAGE**

District:	<u>Southwestern CCD</u>		
Address:	<u>900 Otay Lakes Road</u>		
City:	<u>Chula Vista</u>	State:	<u>CA</u> Zip: <u>91910</u>

<b>District Superintendent/President</b> <i>(or authorized designee)</i>			
Name:	<u>Kindred Murillo, Ed.D.</u>	Phone:	<u>(619) 482-6301</u>
Title:	<u>Superintendent/President</u>	Fax:	<u>(619) 482-0346</u>
E-mail Address:	<u>kmurillo@swccd.edu</u>		

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>			
Name:	<u>Christine Perri</u>	Phone:	<u>(619) 216-6668</u>
Title:	<u>Dean, H.E.C. National City</u>	Fax:	<u>(619) 216-6678</u>
E-mail Address:	<u>cperri@swccd.edu</u>		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Victor Castillo</u>	Phone:	<u>(619) 482-6494</u>
Title:	<u>Deputy Sector Navigator/Director</u>	Fax:	<u>(619) 216-6703</u>
E-mail Address:	<u>vcastillo@swccd.edu</u>		

<b>Person Responsible for Data Entry</b>			
Name:	<u>Victor Castillo</u>	Phone:	<u>(619) 482-6494</u>
Title:	<u>Deputy Sector Navigator/Director</u>	Fax:	<u>(619) 216-6703</u>
E-mail Address:	<u>vcastillo@swccd.edu</u>		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>			
Name:	<u>Tim Flood</u>	Phone:	<u>(619) 482-6310</u>
Title:	<u>Vice President for Business &amp; Financial Affairs</u>	Fax:	<u>(619) 482-6592</u>
E-mail Address:	<u>tflood@swccd.edu</u>		

<b>Person Responsible for Budget Certification</b>			
Name:	<u>Rizza DelaCuadra</u>	Phone:	<u>(619) 482-6350</u>
Title:	<u>Acting Director of Finance</u>	Fax:	<u>(619) 482-6492</u>
E-mail Address:	<u>rdelacuadra@swccd.edu</u>		

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

PROJECT: Global Business Certificate -  
Supply Chain Management

DISTRICT: Southwestern CCD

COLLEGE: Southwestern Community College

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	100,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000	Project Marketing Coordinator (12 months) x (\$6,885) @ 20% = \$16,524.00	\$	16,524
	Program Specialist (12 months) x (\$6,029) @ 10% = \$7,235.00	\$	7,235
	Hourly Part-Time Clerk (\$16/hour) x (480 hours) = \$7,680.00	\$	7,680
		\$	-
3000	<b>Employee Benefits</b>		
	Project Marketing Coordinator Benefits (\$16,524 x 28.8% = \$4,759) + (H&W \$1,775) = \$6,534.00	\$	6,534
	Program Specialist Benefits (\$7,235 x 28.8% = \$2,084) + (H&W \$741) = \$2,825.00	\$	2,825
	Hourly Part-Time Clerk (\$7,680 x 10.7% = \$822.00)	\$	822
		\$	-
		\$	-
4000	<b>Supplies and Materials</b>		
	General Supplies	\$	495
		\$	-
		\$	-
		\$	-
		\$	-
		\$	5.7 (11)

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

PROJECT: Global Business Certificate -  
Supply Chain Management

DISTRICT: Southwestern CCD

COLLEGE: Southwestern Community College

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	100,000
5000	<b>Other Operating Expenses and Services</b>		
	Marketing & Research	\$	5,000
	Travel - Regional meetings & outreach	\$	12,000
	Advertising & Printing	\$	3,289
	SCMP Certifications (250 Certificates @ \$135 each)	\$	33,750
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
6000	<b>Capital Outlay</b>	\$	-
		\$	-
7000	<b>Other Outgo</b>	\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	<b>96,154</b>
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	<b>3,846</b>
<b>TOTAL COSTS:</b>		\$	<b>100,000</b>

**APPENDIX B**

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** Global Business Certificate - Supply Chain Management

**DISTRICT:** Southwestern CCD

**COLLEGE:** Southwestern Community College

**RFA NUMBER:** N/A

**FUNDING REQUIRES MATCH**

**APPLICATION BUDGET DETAIL SHEET  
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		100,000
1000		\$ -
		\$ -
		\$ -
		\$ -
2000	Salaries	\$ 20,480
	Program Specialist \$18,560	\$ -
	Hourly Part-Time Clerk \$1,920	\$ -
		\$ -
3000	Benefits	\$ 7,883
	Project Coordinator \$7,677	\$ -
	Hourly Part-Time Clerk \$206	\$ -
		\$ -
		\$ -
		\$ -
4000	Supplies and materials	\$ 1,487
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

**APPENDIX B**

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** Global Business Certificate - Supply Chain Management

**DISTRICT:** Southwestern CCD

**COLLEGE:** Southwestern Community College

**RFA NUMBER:** N/A

**FUNDING REQUIRES MATCH**

**APPLICATION BUDGET DETAIL SHEET  
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		100,000
5000	Travel & Mileage	\$ 1,500
	Facility Use	\$ 350
	Curriculum Development	\$ 6,000
	Advertising & Printing	\$ 1,550
	SCMP Multiple Modules	\$ 60,750
		\$ -
6000		\$ -
		\$ -
7000		\$ -
		\$ -
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 100,000</b>
<b>TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):</b>		
<b>TOTAL COSTS:</b>		<b>\$ 100,000</b>

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** Global Business Certificate - Supply Chain Management

**DISTRICT:** Southwestern CCD

**COLLEGE:** Southwestern Community College

**RFA NUMBER:** N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Promotion and outreach to faculty and students about SCPro Fundamentals supply chain management certification program and careers in related fields.	Monthly outreach activities to faculty and students. Participation in quarterly student activities in the participating Colleges.	Fall 2018  Spring 2019	DSN-GT
				Project Marketing Coordinator  Program Specialist
1.2	Establish communication with participating colleges and review protocol for implementation of certification program.	Meeting with College representatives of participating colleges and establish expected plan of implementation and outcomes.	Fall 2018	DSN-GT
1.3	Outreach to every region, regional consortia, and DSNs in the sector and inform them about the certification program	Evaluate interest for implementation in other regions/colleges and build capacity for the program	Fall 2018  Spring 2019	DSN-GT
				Project Marketing Coordinator

5.7 (15)

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** Global Business Certificate - Supply Chain Management

**DISTRICT:** Southwestern CCD

**COLLEGE:** Southwestern Community College

**RFA NUMBER:** N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:**            2    

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Develop registration process for students interested in participating in the SCPro Fundamentals supply chain management certification program.	Develop program registration process and website information	Fall 2018	DSN-GT  Project Marketing Coordinator
2.2	Update program webpages with appropriate information for participating regions.	Develop program website information for each participating region.	Fall 2018	DSN-GT  Project Marketing Coordinator
2.3	Disseminate certification program to regions/colleges that initially selected to participate in this program.	Evaluate dissemination plan and increase college participation by at least 10%.	Fall 2018	DSN-GT

5.7 (16)



**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** Global Business Certificate - Supply Chain Management

**DISTRICT:** Southwestern CCD

**COLLEGE:** Southwestern Community College

**RFA NUMBER:** N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:**            2    

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Expand program webpages with appropriate information and access for student registration.	Develop additional program website information for additional college participation after outreach efforts.	Fall 2018	DSN-GT  Project Marketing Coordinator
2.5				
2.6				

5.7 (17)

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** Global Business Certificate - Supply Chain Management

**DISTRICT:** Southwestern CCD

**COLLEGE:** Southwestern Community College

**RFA NUMBER:** N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

<b>Objective:</b>	<u>    3    </u>
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Increase student enrollment in SCPro Fundamentals supply chain management certification program.	Increase enrollment by a minimum of ninety students in SCPro Fundamentals certification program in participating regions.	Fall 2018 Spring 2019	DSN-GT Program Specialist
3.2	Initiate certification program and student outreach for industry-recognized certifications backed by the Council of Supply Chain Management Professionals (CSCMP) through a self-paced online learning system. The examinations will be offered on ongoing basis. Offering eight different certification tracks: Supply Chain Management Principles, Warehousing Operations, Transportation Operations, Customer Serviced Operations, Demand Planning, Manufacturing & Service Operations, Inventory Management and Supply Management & Procurement. Certificates achieved will be issued by the Council of Supply Chain Management Professionals (CSCMP).	Participants may sit for a SCPro Fundamentals Certification offered through CSCMP. The certification tracks will be offered on ongoing basis. Statewide testing center availability.	Spring 2019	DSN-GT Program Specialist
3.3	Extensive coordination efforts to manage student participation, inquiries, registration, and testing for all the participant regions/colleges and those colleges expressing interest after outreach efforts.	Incorporate information on website about program, Q&A, registration, scheduling, testing, etc. constantly updating information as needed.	Fall 2018 Spring 2019	DSN-GT Project Marketing Coordinator Program Specialist

5.7 (18)

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** Global Business Certificate - Supply Chain Management

**DISTRICT:** Southwestern CCD

**COLLEGE:** Southwestern Community College

**RFA NUMBER:** N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:**            4    

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Students with the acquired certifications will be encouraged to participate in industry related events to take advantage of networking opportunities with employers.	Quarterly events with partners will be promoted to student participation.	Fall 2018 Spring 2019	DSN-GT Project Marketing Coordinator
4.2	Students will be provided with complementary information and work readiness skills presentations and access to work experience opportunities.	Quarterly presentations on work readiness skills will be offered to students by participating colleges.	Spring 2019	DSN-GT Project Marketing Coordinator
4.3	Program participants will be updated about regional sector-related events through website pages and calendar and encourage student participation.	Increase number of students attending industry and partner events for networking opportunities and professional development.	Fall 2018 Spring 2019	DSN-GT Project Marketing Coordinator

5.7 (19)

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



October 21, 2017

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Career Education (CTE) Deans  
Regional Consortia Chairs & Other WED Grantees

**From:** Van Ton-Quinlivan Vice Chancellor,  
CCCCO Workforce & Digital Futures

**CC:** Javier Romero, Dean, CCCCCO Workforce & Economic Development  
CCCCO WED Leadership & Staff  
Sector Navigators, Deputy Sector Navigators

**Subject: Match Dollars to Promote Industry Sector Projects-in-Common  
Year 2 of the Strong Workforce Program**

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars\* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

*\*Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

**HOW DO I SEEK OUT THE MATCH?**

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Sub-Agreement between RSCCD and Long Beach Community College District/Long Beach City College for the Industry Sector Projects in Common (ISPIC) - Global Trade / Digital Badge & Web Marketing Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor’s Office’s CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor’s Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within regional labor markets. A sub-agreement has been developed for Long Beach City College (DO-17-2220-182) to implement an ISPIC project, the Global Trade / Digital Badge & Web Marketing project, approved by the Chancellor’s Office.

**Project Director:** Sarah Santoyo      **Project Administrator:** 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: \$100,000 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
LONG BEACH COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Long Beach Community College District (hereinafter “SUBCONTRACTOR”) on behalf of **Long Beach City College**. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC), the Global Trade / Digital Badge & Web Marketing project**, hereinafter “Project,” which is supported by the Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work for the approved ISPIC, the Global Trade / Digital Badge & Web Marketing project, as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPICS memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment of the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity



as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or 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 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 the PRIME SPONSOR or 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.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Leah Goold-Haws  
Long Beach City College  
4901 E. Carson St.  
Long Beach, CA 90808  
(562) 938-3240, [lgoold-haws@lbcc.edu](mailto:lgoold-haws@lbcc.edu)

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Long Beach  
Community College District*

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

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

Board Approval Date: May 14, 2018

95-2654140  
\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.)*

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): Long Beach CCD

COLLEGE: Long Beach City College

PROJECT: ISPIC - Global Trade / Digital Badge & Web Marketing

FISCAL YEAR: 2017-18

RFA NUMBER: N/A

FUNDING SOURCE: INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC) -  
STRONG WORKFORCE

PROJECT BUDGET: \$ 100,000

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPIC - Global Trade / Digital Badge &  
Web Marketing

COLLEGE: Long Beach City College

RFA NUMBER: N/A

**CONTACT PAGE**

District:	<u>Long Beach CCD</u>		
Address:	<u>4901 E. Carson St.</u>		
City:	<u>Long Beach</u>	State:	<u>CA</u> Zip: <u>90808</u>

<b>District Superintendent/President</b> <i>(or authorized designee)</i>			
Name:	<u>Reagan F. Romali, Ph.D.</u>	Phone:	<u>562-938-4121</u>
Title:	<u>Superintendent - President</u>	Fax:	<u></u>
E-mail Address:	<u><a href="mailto:rromali@lbcc.edu">rromali@lbcc.edu</a></u>		

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>			
Name:	<u>Melissa Infusino</u>	Phone:	<u>562-938-3217</u>
Title:	<u>Director, CAED</u>	Fax:	<u></u>
E-mail Address:	<u><a href="mailto:minfusino@lbcc.edu">minfusino@lbcc.edu</a></u>		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Leah Goold-Haws</u>	Phone:	<u>562-938-3240</u>
Title:	<u>Deputy Sector Navigator, Global Trade</u>	Fax:	<u></u>
E-mail Address:	<u><a href="mailto:lgoold-haws@lbcc.edu">lgoold-haws@lbcc.edu</a></u>		

<b>Person Responsible for Data Entry</b>			
Name:	<u>Leah Goold-Haws</u>	Phone:	<u>562-938-3240</u>
Title:	<u>Deputy Sector Navigator, Global Trade</u>	Fax:	<u></u>
E-mail Address:	<u><a href="mailto:lgoold-haws@lbcc.edu">lgoold-haws@lbcc.edu</a></u>		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>			
Name:	<u>Elizabeth Miller</u>	Phone:	<u>562-938-4406</u>
Title:	<u>Interim Vice President</u>	Fax:	<u></u>
E-mail Address:	<u><a href="mailto:bmiller@lbcc.edu">bmiller@lbcc.edu</a></u>		

<b>Person Responsible for Budget Certification</b>			
Name:	<u>John Thompson</u>	Phone:	<u>562-938-4102</u>
Title:	<u>Director, Fiscal Services &amp; Payroll</u>	Fax:	<u></u>
E-mail Address:	<u><a href="mailto:jthompson@lbcc.edu">jthompson@lbcc.edu</a></u>		

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPIC - Global Trade / Digital  
Badge & Web Marketing

DISTRICT: Long Beach CCD

COLLEGE: Long Beach City College

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	100,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000		\$	-
		\$	-
		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	5.8 (11)



**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

PROJECT: ISPIC - Global Trade / Digital  
Badge & Web Marketing

DISTRICT: Long Beach CCD

COLLEGE: Long Beach City College

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	100,000
5000	<b>Other Operating Expenses and Services</b>		
	Subject Matter Experts - work-based learning / internships	\$	-
	Subject Matter Expert - digital media / global ecommerce	\$	24,154
	Professional services - digital asset development	\$	22,000
	Software licensing	\$	32,000
		\$	-
		\$	18,000
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
6000	<b>Capital Outlay</b>	\$	-
		\$	-
7000	<b>Other Outgo</b>	\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	96,154
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	3,846
<b>TOTAL COSTS:</b>		\$	100,000

**APPENDIX B**

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** ISPIC - Global Trade / Digital Badge & Web Marketing

**DISTRICT:** Long Beach CCD

**COLLEGE:** Long Beach City College

**RFA NUMBER:** N/A

**FUNDING REQUIRES MATCH**

**APPLICATION BUDGET DETAIL SHEET  
MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		100,000
1000		\$ -
		\$ -
		\$ -
		\$ -
2000	15% Workforce Development Training Manager and CAED Department Accountant	\$ -
		\$ 46,000
		\$ -
3000	Workforce Development Training Manager and CAED Department Accountant	\$ -
		\$ 19,000
		\$ -
		\$ -
		\$ -
4000	Office supplies	\$ -
		\$ 2,000
		\$ -
		\$ -
		\$ -
		\$ -

**APPENDIX B**

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** ISPIC - Global Trade / Digital Badge & Web Marketing

**DISTRICT:** Long Beach CCD

**COLLEGE:** Long Beach City College

**RFA NUMBER:** N/A

**FUNDING REQUIRES MATCH**

**APPLICATION BUDGET DETAIL SHEET  
MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		100,000
5000	District equipment, facilities, office space, Industry partner sponsorships	\$ -
		\$ 15,000
		\$ 20,000
		\$ -
		\$ -
		\$ -
6000		\$ -
		\$ -
7000		\$ -
		\$ -
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 102,000</b>
<b>TOTAL INDIRECT COSTS</b> <i>(Not to Exceed 4% of Direct Costs):</i>		
<b>TOTAL COSTS:</b>		<b>\$ 102,000</b>

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPIC - Global Trade / Digital Badge & Web Marketing

DISTRICT: Long Beach CCD

COLLEGE: Long Beach City College

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Provide access to student platform for ISM & NASBITE endorsed digital badges, including learning content and assessments with industry recognized skills attainment	Capture the number of K12 and college faculty who utilize student digital badges for global trade courses and programs	February 2019	Leah Goold-Haws, GTL DSN Statewide GTL DSNs SN, RC's
1.2	Development and implement new global ecommerce digital badge offered through student platform, tied to industry recognized credentials relevant to employment in global ecommerce	Capture the number of K12 and college faculty who utilize student platform and obtain digital badges for their global trade courses and programs.	February 2019	Leah Goold-Haws, GTL DSN Statewide GTL DSNs SN, RC's
1.3	Develop and implement workbased learning opportunities for students within global ecommerce.	Capture the number of K12 and college students who participate in workbased learning after earning digital badges in global trade. Capture number of students who are offered jobs.	February 2019	Leah Goold-Haws, GTL DSN Statewide GTL DSNs SN, RC's

5.8 (15)

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** ISPIC - Global Trade / Digital Badge & Web Marketing

**DISTRICT:** Long Beach CCD

**COLLEGE:** Long Beach City College

**RFA NUMBER:** N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Cultivate and drive industry partnership to post global trade job opportunities on student platform for digital badges	Capture the number of job and internship postings on student platform; number of K12 and college students who apply for jobs and internships through student platform; number of students who secure jobs and internships through student platform.	February 2019	Leah Goold-Haws, GTL DSN  Statewide GTL DSNs  SN, RC's
1.5				
1.6				

5.8 (16)

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



October 21, 2017

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Career Education (CTE) Deans  
Regional Consortia Chairs & Other WED Grantees

**From:** Van Ton-Quinlivan Vice Chancellor,  
CCCCO Workforce & Digital Futures

**CC:** Javier Romero, Dean, CCCCCO Workforce & Economic Development  
CCCCO WED Leadership & Staff  
Sector Navigators, Deputy Sector Navigators

**Subject: Match Dollars to Promote Industry Sector Projects-in-Common  
Year 2 of the Strong Workforce Program**

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars\* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

*\*Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

**HOW DO I SEEK OUT THE MATCH?**

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Sub-Agreement between RSCCD and Merced Community College District/Merced College for the Industry Sector Projects in Common (ISPIC) - Global Trade / Trade Analysis Tool Project funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor’s Office’s CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor’s Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within regional labor markets. A sub-agreement has been developed for Merced College (DO-17-2220-184) to implement an ISPIC project, the Global Trade – Trade Analysis Tool project, approved by the Chancellor’s Office.

**Project Director:** Sarah Santoyo      **Project Administrator:** 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: \$100,000 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
MERCED COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Merced Community College District (hereinafter “SUBCONTRACTOR”) on behalf of **Merced College**. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC), the Global Trade – Trade Analysis Tool project**, hereinafter “Project,” which is supported by the Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work for the approved ISPIC, the Global Trade – Trade Analysis Tool project, as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment of the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity

as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or 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 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 the PRIME SPONSOR or 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.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Dr. Shelly Conner, Dean EWD  
Merced College  
3600 "M" Street  
Merced, CA 95348  
(209) 381-6585, [shelly.conner@mccd.edu](mailto:shelly.conner@mccd.edu)

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Merced Community  
College District*

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

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

Board Approval Date: May 14, 2018

77-0362218  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.)*

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): Merced CCD

COLLEGE: Merced College

PROJECT: ISPIC-Global Trade-Trade Analysis Tool (mapping)

FISCAL YEAR: 2017-18

RFA NUMBER: N/A

FUNDING SOURCE: INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC) -  
STRONG WORKFORCE

PROJECT BUDGET: \$ 100,000



## APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPIC-Global Trade-Trade Analysis Tool  
(mapping)

COLLEGE: Merced College

RFA NUMBER: N/A

### CONTACT PAGE

District:	<u>Merced CCD</u>		
Address:	<u>3600 "M" Street</u>		
City:	<u>Merced</u>	State:	<u>CA</u> Zip: <u>95348</u>

<b>District Superintendent/President</b> <i>(or authorized designee)</i>			
Name:	<u>Chris Vitelli</u>	Phone:	<u>209-384-6101</u>
Title:	<u>Superintendent/President</u>	Fax:	<u>209-384-6043</u>
E-mail Address:	<u>Chris Vitelli &lt;chris.vitelli@mccd.edu&gt;</u>		

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>			
Name:	<u>Dr. Shelly Conner</u>	Phone:	<u>209-381-6585</u>
Title:	<u>Dean, EWD, Community Services and Noncredit</u>	Fax:	<u>209-384-6338</u>
E-mail Address:	<u>Shelly Conner &lt;shelly.conner@mccd.edu&gt;</u>		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Jeanette Benson</u>	Phone:	<u>209-384-5892</u>
Title:	<u>DSN GT&amp;L, Director CITD</u>	Fax:	<u>209-384-9268</u>
E-mail Address:	<u><a href="mailto:merced@elite.net">merced@elite.net</a></u>		

<b>Person Responsible for Data Entry</b>			
Name:	<u>Jeanette Benson</u>	Phone:	<u>209-384-5892</u>
Title:	<u>DSN GT&amp;L, Director CITD</u>	Fax:	<u>209-384-9268</u>
E-mail Address:	<u><a href="mailto:merced@elite.net">merced@elite.net</a></u>		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>			
Name:	<u>Joe Allison, CPA</u>	Phone:	<u>209-384-6108</u>
Title:	<u>Vice President of Administrative Services</u>	Fax:	<u>209-384-6338</u>
E-mail Address:	<u>Joe Allison &lt;allison.j@mccd.edu&gt;</u>		

<b>Person Responsible for Budget Certification</b>			
Name:	<u>Andre Urquidez</u>	Phone:	<u>209-384-6202</u>
Title:	<u>Senior Accounting Manager</u>	Fax:	<u>209-381-6459</u>
E-mail Address:	<u>Andre Urquidez &lt;andre.urquidez@mccd.edu&gt;</u>		

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPIC-Global Trade-Trade Analysis  
Tool (mapping)

DISTRICT: Merced CCD

COLLEGE: Merced College

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	100,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000		\$	-
		\$	-
		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	5.9 (11)

**APPENDIX B**  
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**PROJECT:** ISPIC-Global Trade-Trade Analysis Tool (mapping)

**DISTRICT:** Merced CCD

**COLLEGE:** Merced College

**RFA NUMBER:** N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	100,000
5000	<b>Other Operating Expenses and Services</b>		
	Database Subscriptions (data feed for Trade Analysis Tool and Mapping Platform)	\$	60,000
	Statewide survey of all exporting and importing companies (survey will collect data on job titles, job skills, required degree and/or certifications, etc.)	\$	36,000
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
6000	<b>Capital Outlay</b>	\$	-
		\$	-
7000	<b>Other Outgo</b>	\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	96,000
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	4,000
<b>TOTAL COSTS:</b>		\$	100,000

**APPENDIX B**

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** ISPIC-Global Trade-Trade Analysis  
 Tool (mapping)

**DISTRICT:** Merced CCD

**COLLEGE:** Merced College

**RFA NUMBER:** N/A

**FUNDING REQUIRES MATCH**

**APPLICATION BUDGET DETAIL SHEET  
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	100,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000		\$	-
		\$	-
		\$	-
		\$	-
3000		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
4000		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-

**APPENDIX B**

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**PROJECT:** ISPIC-Global Trade-Trade Analysis  
Tool (mapping)

**DISTRICT:** Merced CCD

**COLLEGE:** Merced College

**RFA NUMBER:** N/A

**FUNDING REQUIRES MATCH**

**APPLICATION BUDGET DETAIL SHEET  
MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		100,000
5000	Subscription access to 14 regions x \$7,500= \$120,000 (each access purchase provides 20 passwords for faculty, staff, and/or technical assistance providers)	\$ -
		\$ 120,000
		\$ -
		\$ -
		\$ -
6000		\$ -
		\$ -
7000		\$ -
		\$ -
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 120,000</b>
<b>TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):</b>		
<b>TOTAL COSTS:</b>		<b>\$ 120,000</b>

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** ISPIC-Global Trade-Trade Analysis Tool  
(mapping)

**DISTRICT:** Merced CCD

**COLLEGE:** Merced College

**RFA NUMBER:** N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Market Trade Analysis Tool regionally statewide providing excel downloads of exporting and importing companies by county to regional colleges.	Each college has an excel spreadsheet of exporting and importing companies within their service area.	February 2019	Jeanette Benson, DSN Global Trade
1.2	Work with Regional Chairs (RCs), Global Trade and Logistics (GT&L) DSNs and Centers of Excellence (COEs) to develop a list of questions for a statewide survey of all exporting and importing California Companies.	Completed survey providing detail on job titles and duties, required certifications and/or education required, salary, willingness to serve on advisory boards, offer internships, hire graduates, training opportunities for local colleges is completed. Data to be analyzed, compared, and augmented with LMI Data.	February 2019	Jeanette Benson, DSN Global Trade
				GT&L DSNs-SN, COEs, RCs
1.3	Make Trade Analysis Tool Available to Regional Consortia	Regions purchasing access fo Trade Analysis Tool will receive training on utilizing the tool for research and use in the classroom. Instructional tools for various user groups will be developed in addition to user tutorials.		Jeanette Benson, DSN Global Trade
			February 2019	GT&L DSNs-SN, COEs, RCs  Datamyne

5.9 (15)

**APPENDIX B**  
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**PROJECT:** ISPIC-Global Trade-Trade Analysis Tool  
(mapping)

**DISTRICT:** Merced CCD

**COLLEGE:** Merced College

**RFA NUMBER:** N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Develop regional reports on trade activity.	Quarterly reports showing regional trade activity by county, company, product, port of entry and exit, country, and value of shipment are provided for posting on regional websites and/ or newsletters.		Jeanette Benson, DSN Global Trade
			February 2019	GT&L DSNs-SN, COEs, RCs  Datamyne
1.5	Market importance of global trade and career pathways.	Develop presentations utilizing Trade Analysis Tool that show the career and job opportunities available regionally and the community college programs providing required education are located.		Jeanette Benson, DSN Global Trade
			February 2019	GT&L DSNs-SN, COEs, RCs  Datamyne
1.6	Make Trade Analysis Tool Available to Regional Stateholders.	Working with partners to further economic opportunities with industry and education excel downloads can be utilized to convene, facilitate, and foster project development, new programs, and business attraction and retention.		Jeanette Benson, DSN Global Trade
			February 2019	GT&L DSNs-SN, COEs, RCs

5.9 (16)

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



October 21, 2017

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Career Education (CTE) Deans  
Regional Consortia Chairs & Other WED Grantees

**From:** Van Ton-Quinlivan Vice Chancellor,  
CCCCO Workforce & Digital Futures

**CC:** Javier Romero, Dean, CCCCC Workforce & Economic Development  
CCCCO WED Leadership & Staff  
Sector Navigators, Deputy Sector Navigators

**Subject: Match Dollars to Promote Industry Sector Projects-in-Common  
Year 2 of the Strong Workforce Program**

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

The CCCCC Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars\* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

*\*Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

**HOW DO I SEEK OUT THE MATCH?**



Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Sub-Agreement between RSCCD and Grossmont-Cuyamaca Community College District for the Industry Sector Projects in Common (ISPIC) – Health Sector funded by the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor’s Office’s CTE Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The Chancellor’s Office has allocated funds for each of the ten priority and emerging industry sectors in the state to support Industry Sector Projects in Common (ISPIC) that focus on developing industry-informed career pathways that prepare students for jobs needed within regional labor markets. A sub-agreement has been developed for Grossmont-Cuyamaca Community College District (DO-17-2220-180) to implement the ISPIC for the Health Sector that was approved by the Chancellor’s Office.

**Project Director:** Sarah Santoyo     **Project Administrator:** 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: \$400,000 (grant-funded)	Board Date: May 14, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14<sup>th</sup> day of May, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Grossmont-Cuyamaca Community College District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

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

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Projects in Common (ISPIC) for the Health Sector**, hereinafter “Project,” which is supported by the Grant, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work for the approved ISPIC for the Health Sector as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2018 through December 31, 2018. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. All funds received by the SUBCONTRACTOR to implement the project must be expended by June 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$400,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Cost.

7. Invoices

One invoice is to be submitted for payment of the total cost of the Agreement. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if requested or required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity

as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or 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 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 the PRIME SPONSOR or 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.

12. 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. 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.

15. 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.

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**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Sally Cox  
CEO, Foundation for Grossmont & Cuyamaca Colleges  
8800 Grossmont College Drive  
El Cajon, CA 92020  
(619) 644-7684, [Sally.Cox@gcccd.edu](mailto:Sally.Cox@gcccd.edu)

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *Grossmont-Cuyamaca Community College District*

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

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

Board Approval Date: May 14, 2018

95-6006652  
Employer/Taxpayer Identification Number (EIN)



List of Exhibits

Exhibit A: Work Plan/Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 01/16 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #5 and #7.)*

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

COLLEGE: Grossmont

RFA NUMBER: N/A

**CONTACT PAGE**

District:	<u>Grossmont-Cuyamaca CCD</u>		
Address:	<u>8800 Grossmont College Drive</u>		
City:	<u>El Cajon</u>	State:	<u>CA</u> Zip: <u>92020</u>

<b>District Superintendent/President</b> (or authorized designee)			
Name:	<u>Cindy L. Miles, Ph.D.</u>	Phone:	<u>619-644-7570</u>
Title:	<u>Chancellor, Grossmont-Cuyamaca CCD</u>	Fax:	<u>619-644-7936</u>
E-mail Address:	<u>Cindy.Miles@gcccd.edu</u>		

<b>Responsible Administrator</b> (Should not be the same as Project Director)			
Name:	<u>Sally Cox</u>	Phone:	<u>619-644-7684</u>
Title:	<u>CEO, Foundation for Grossmont &amp; Cuyamaca Colleges</u>	Fax:	<u>619-644-7937</u>
E-mail Address:	<u>Sally.Cox@gcccd.edu</u>		

<b>Project Director</b> (Person responsible for conducting the daily operation of the grant)			
Name:	<u>Ann Durham, RN, MSN, FNP, Esq.</u>	Phone:	<u>619-644-7057</u>
Title:	<u>Interim Health SN/San Diego-Imperial Health DSN</u>	Fax:	<u>619-644-7937</u>
E-mail Address:	<u>Ann.Durham@gcccd.edu</u>		

<b>Person Responsible for Data Entry</b>			
Name:	<u>Ann Durham, RN, MSN, FNP, Esq.</u>	Phone:	<u>619-644-7057</u>
Title:	<u>Interim Health SN/San Diego-Imperial Health DSN</u>	Fax:	<u>619-644-7937</u>
E-mail Address:	<u>Ann.Durham@gcccd.edu</u>		

<b>District Chief Business Officer</b> (or authorized designee)			
Name:	<u>Sue Rearic</u>	Phone:	<u>619-644-7575</u>
Title:	<u>Vice Chancellor, Business Services</u>	Fax:	<u>619-644-7924</u>
E-mail Address:	<u>Sue.Rearic@gcccd.edu</u>		

<b>Person Responsible for Budget Certification</b>			
Name:	<u>Sue Rearic</u>	Phone:	<u>619-644-7575</u>
Title:	<u>Vice Chancellor, Business Services</u>	Fax:	<u>619-644-7924</u>
E-mail Address:	<u>Sue.Rearic@gcccd.edu</u>		

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	400,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000	Director of Operations @ .10 FTE @ \$110,000/year to support the implementation of contracts and purchasing for this project	\$	11,000
		\$	-
		\$	-
		\$	-
3000	<b>Employee Benefits</b>		
	Director of Operations @ 50% of salary	\$	5,500
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
4000	<b>Supplies and Materials</b>		
	Supplies for Events—including binders, folders, markers, name tags, copies, and other supplies as needed	\$	4,116
	Laptop for Presentations	\$	2,000
	Projector for Presentations	\$	2,000
		\$	-
		\$	-

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	400,000
	<b>Other Operating Expenses and Services</b>		
	5100 Succession Planning Project - Recruitment and Retention	\$	-
	Contract with Powerminds, Inc. to oversee statewide research, implementation, and project management of Recruitment and Retention portion of Succession Planning Project	\$	55,000
	5100 Succession Planning Project - New Faculty Bootcamp for Allied Health/Nursing Faculty	\$	-
	Content Development \$35,000; Instructors for Pilot \$20,000; Graphic Design and Project Management \$25,000	\$	80,000
	5100 Succession Planning Project - ADN New Deans/Directors Workshop and Guidebooks	\$	-
	Content Development \$20,000; Instructors for Pilot \$15,000; Graphic Design and Project Management \$15,000	\$	50,000
5000	5100 Allied Health Clinical Placement Project	\$	25,000
	Facilitate "Solutions Summits" with CC faculty, industry, and interested stakeholders in two regions to address clinical placement needs of Allied Health programs	\$	-
	5100 HASPI/HESI - Statewide Coordination	\$	-
	Contract with Butte College (DSN Trudy Old) to staff the HASPI/HESI project, maintain website for ordering kits, conduct training events and update/develop curriculum content	\$	150,000
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
6000	<b>Capital Outlay</b>	\$	-
		\$	-
7000	<b>Other Outgo</b>	\$	-
		\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	<b>384,816</b>
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	<b>15,384</b>
<b>TOTAL COSTS:</b>		\$	<b>400,000</b>

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET  
MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		<b>400,000</b>
1000	HASPI	\$ -
	College of the Redwoods (cash)	\$ 45,000
	Shasta College (cash)	\$ 30,000
		\$ -
2000	HASPI	\$ -
	Feather River College (cash)	\$ 10,000
	Butte College (cash)	\$ 25,000
	Mendocino College (cash)	\$ 20,000
3000		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
4000		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET  
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	400,000
5000	Succession Planning	\$	-
	North Far North Regional Consortium (cash)	\$	62,430
	College of Marin (cash)	\$	10,000
	Misson College (cash)	\$	20,000
	Desert/Inland Empire Regional Consortium	\$	181,550
	Fresno City College	\$	8,000
6000		\$	-
		\$	-
7000		\$	-
		\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	<b>411,980</b>
<b>TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):</b>			
<b>TOTAL COSTS:</b>		\$	<b>411,980</b>

EXHIBIT A

Board of Governors, California Community Colleges  
Chancellor's Office (CCCCO)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**APPLICATION BUDGET SUMMARY**

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH 100%
			\$ 400,000	\$ 400,000
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 75,000
2000	NONINSTRUCTIONAL SALARIES	2	\$ 11,000	\$ 55,000
3000	EMPLOYEE BENEFITS	3	\$ 5,500	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 8,116	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 360,000	\$ 281,980
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 384,616	\$ 411,980
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		9	\$ 15,384	
<b>TOTAL COSTS:</b>		10	\$ 400,000	\$ 411,980

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: Ann Durham, RN, MSN, FNP, Esq.

Interim Health SN/San Diego-Imperial Health  
Title: DSN

Authorized Signature: *ADurham*

Date: 3-26-2018

**District Chief Business Officer (or authorized designee):**

Name: Sue Rearic

Title: Vice Chancellor, Business Services

Authorized Signature: *S Rearic*

Date: 3-26-18

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	OBJ 1: SUCCESSION PLANNING PROJECT - RECRUITMENT AND RETENTION: Provide resources for CA CC Nursing and Allied Health Program Deans/Directors to attract larger pools of faculty for recruitment and then retain those faculty for many years	Resources developed and deployed in regions	October 2018	DSN/SN Powerminds
1.2	Assess current state of recruitment and retention efforts; conduct interviews with key personnel (minimum of 4 and maximum of 10, up to one hour in length each)	Summary of findings presented and incorporated into next phase: development of EVP	June 2018	DSN/SN Powerminds
1.3	Review of job openings and HR policies related to faculty recruitment	Summary of findings presented and incorporated into next phase: development of EVP	June 2018	DSN/SN Powerminds

Agreement No. DO-18-2220-180

5.10 (15) ISPIC

EXHIBIT A



**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Benchmarking from outside of education to consider what competitors for the same talent are doing to attract and retain	Identification of best practices for recruitment/hiring in the current job market	June 2018	DSN/SN Powerminds
1.5	Design and deployment of targeted surveys and focus group discussions to facilitate development of a clear Employee Value Proposition (EVP); this would validate assumptions from needs assessment and gain additional insight and perspective	Development of EVP to move to employment branding	June 2018	DSN/SN Powerminds
1.6	Based on identified EVP and preferred best practice adoption, guidelines for employment branding will be developed	Develop recruiting materials content for online toolkit; creation of collateral materials (e.g., brochures, digital communication, and building of online toolkit)	December 2018	DSN/SN Powerminds C

Agreement No. DO-18-2220-180

5.10 (16) ISPIC

EXHIBIT A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 2

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	OBJ 2: SUCCESSION PLANNING PROJECT - BOOTCAMP FOR NEW ALLIED HEALTH/NURSING FACULTY: Develop training materials to assist new allied health/nursing faculty to learn tools and techniques to enhance effectiveness in new roles	Training materials developed and deployed	December 2018	DSN/SN Powerminds
2.2	Develop New Faculty Bootcamp for Allied Health/Nursing	Content developed, including but not limited to: objectives, learning activities, PPT, handouts	December 2018	DSN/SN Powerminds
2.3	Partner with Desert/Inland Empire Regional Consortium to pilot the workshop	Workshop conducted, changes incorporated as evidenced by the evaluation	December 2018	DSN/SN Powerminds

Agreement No. DO-18-2220-180

5.10 (17)

ISPIC

EXHIBIT A

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: <u>3</u>
---------------------

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	OBJ 3: SUCCESSION PLANNING PROJECT - ADN NEW DEANS/ DIRECTORS WORKSHOP AND GUIDEBOOKS: Develop ADN Deans/Directors Orientation Workshop	Content developed, including but not limited to: objectives, learning activities, PPT, handouts	September 2018	DSN/SN Powerminds
3.2	Revise ADN Dean/Director manuals	Manuals updated and posted on the COADN website	December 2018	DSN/SN Powerminds
3.3	Deliver training in collaboration with 3CNAC and COADN	Pilot delivery; plans for maintenance developed and implemented	December 2018	DSN/SN Powerminds

Agreement No. DO-18-2220-180

5.10 (18)

ISPIC

EXHIBIT A

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)**  
**Objectives**

Objective: 4

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	OBJ 4: ALLIED HEALTH CLINICAL PLACEMENT PROJECT: Allied Health Clinical Placement "Solutions Summit" content developed with input from faculty and stakeholders	Content and strategies are developed and deployed	December 2018	DSN/SN
4.2	"Solutions Summits" are held in 2 regions	At least 40 community college allied health faculty, industry partners, and interested stakeholders will attend "Solutions Summit"; evaluation conducted and information disseminated	December 2018	DSN/SN
4.3				

Agreement No. DO-18-2220-180

5.10 (19) ISPIC

EXHIBIT A

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: ISPICs

DISTRICT: Grossmont-Cuyamaca CCD

COLLEGE: Grossmont

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 5

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	OBJ 5: HASPI/HESI STATEWIDE COORDINATION: Provide leadership and support for continued statewide implementation of the HASPI Program	HASPI activities are carried out in at least 4 regions	December 2018	North/Far North DSN HASPI Staff
5.2	Maintain HASPI/WTC website for ordering HASPI lab kits	Website will be maintained for ordering kits; training events will be held to market availability of kits	December 2018	North/Far North DSN HASPI Staff
5.3	Update/develop curriculum content as needed	Curriculum will be updated/developed as needed and disseminated on HASPI website	December 2018	North/Far North DSN HASPI Staff

Agreement No. DO-18-2220-180

5.10 (20)

ISPIC

EXHIBIT A

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



October 21, 2017

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Career Education (CTE) Deans  
Regional Consortia Chairs & Other WED Grantees

**From:** Van Ton-Quinlivan Vice Chancellor,  
CCCCO Workforce & Digital Futures

**CC:** Javier Romero, Dean, CCCCC Workforce & Economic Development  
CCCCO WED Leadership & Staff  
Sector Navigators, Deputy Sector Navigators

**Subject: Match Dollars to Promote Industry Sector Projects-in-Common  
Year 2 of the Strong Workforce Program**

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

The CCCCC Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars\* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

*\*Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

**HOW DO I SEEK OUT THE MATCH?**

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 14, 2018
Re: Approval of Agreement between RSCCD and Riverside Community College District to provide training funded by the California Employment Training Panel (ETP)	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District has established the Institute for Workforce Development (IWD) to meet the training and educational needs of business and industry. IWD leverages resources to maximize highly customized, cost-effective business and technical training to fit objectives and budget of businesses it serves. One of those resources is the Employment Training Panel (ETP) funds made available under this agreement with Riverside Community College District who holds a direct contract with Employment Training Panel (ETP).

**ANALYSIS**

Employment training panel is a state fund that can be leveraged to pay for incumbent employee training at qualified business. IWD identifies the business and their training needs, determines their eligibility for Employment Training Panel (ETP) funds, provides the training and invoicing, and is paid by Riverside Community College District under their agreement with the Employment Training Panel (ETP).

Project Director: Leila Mozaffari

Project Administrator: Enrique Perez

**RECOMMENDATION**

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

Fiscal Impact: \$25,000	Board Date: May 14, 2018
Prepared by: Leila Mozaffari, Interim Executive Director, Institute for Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES AGREEMENT FOR ETP CONTRACTED SERVICES**

This Agreement constitutes an Agreement between Rancho Santiago Community College District (“Sub-Contractor”) and the Riverside Community College District (“District”) to provide training funded by the California Employment Training Panel (ETP).

1.0 SERVICES:

SUB-CONTRACTOR agrees to provide training to companies using Employment Training Panel (ETP) funds according to the DISTRICT’s Agreement reference #ET17-0428 with ETP. Training will be held at company sites.

2.0 ETP ADMINISTRATIVE REPORTING

The SUB-CONTRACTOR agrees to cooperate with the Riverside Community College District in carrying out training and necessary administrative activities. The SUB-CONTRACTOR designates Leila Mozaffari, Executive Director, Institute for Workforce Development, to assist DISTRICT in completing the ETP required records, including but not limited to, managing the attendance rosters, documentation of training hours, and support certification of retention and employee/training wage information.

3.0 COMPENSATION

The DISTRICT will pay SUB-CONTRACTOR according to the following schedule:

Hourly reimbursement rates per student contact hour are:

- \$13.47 for Priority Large Employers
- \$11.24 for Non-Priority Large Employers
- \$19.47 for Small Priority Employers
- \$16.48 for Small Non-Priority Employers

Remaining training funds earned by the District will support workforce training seminars, workshops and other related training at the RCCD training center located at 23555 Meyer Drive, Riverside, CA.

Only courses listed in Exhibit A will be approved for compensation by the District and all courses plus trainers must be pre-approved by the DISTRICT prior to their offering. The contract amount for this agreement will be up to \$25,000.00 dollars. This contract cap amount may be increased through a separate contract amendment.

4.0 PAYMENT

The SUB-CONTRACTOR must submit all required (original) class roster sign-in sheets, utilizing approved forms, to DISTRICT prior to invoicing. SUB-CONTRACTOR will invoice the DISTRICT for services satisfactorily rendered pursuant to this Agreement. SUB-CONTRACTOR may invoice 75% of amount earned when training has ended, and the final 25% with the 90 day retention report. The DISTRICT shall issue payment to SUB-CONTRACTOR no sooner than thirty (30) days after receipt of invoice or when required forms are received from SUB-CONTRACTOR.

5.0 TERM

The term of this AGREEMENT will be from May 15, 2018 through April 2, 2019. Training must cease 90 days prior, or Jan 2, 2019. Either party may terminate this Agreement any time, with or without cause, upon sixty (60) days written notice to the other party. Upon receipt of the notice of termination, SUB-CONTRACTOR shall immediately cease all work or services hereunder. In the event of termination, SUB-CONTRACTOR shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination, and the DISTRICT shall be entitled to reimbursement for any compensation paid in excess of the service rendered.

## 6.0 INDEMNIFICATION

The DISTRICT shall defend, indemnify and hold harmless SUB-CONTRACTOR, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon SUB-CONTRACTOR for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the intentional or negligent acts or omissions of SUB-CONTRACTOR, its officers, employees, agents or any other person or persons under the SUB-CONTRACTOR'S direct supervision and control; or of its Sub-Contractors or anyone directly or indirectly employed by either of them.

SUB-CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon the DISTRICT for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the intentional or negligent acts or omissions of the DISTRICT, its officers, employees, agents or any other person or persons under the DISTRICT'S direct supervision and control; or of its Sub-Contractors or anyone directly or indirectly employed by either of them.

## 7.0 ASSIGNMENT

The District shall not assign this Agreement or the consideration payable under this Agreement without the written consent of the Sub-Contractor.

## 8.0 WRITTEN NOTICE

All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

## 9.0 AMENDMENT/MODIFICATION

No amendment to this Agreement shall be effective unless it is approved in writing and signed by all parties in the same manner as this Agreement.

## 10.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

## 11.0 EMPLOYMENT TRAINING PANEL SUBAGREEMENTS AND THIRD-PARTY AGREEMENTS (SUBCONTRACTS)

As stipulated in items 5.3 and 5.4 of the ETP ET17-0428 Agreement, the following information is provided to comply with these requirements.

Company Name:	Rancho Santiago Community College District
Address:	2323 North Broadway, Suite 350 Santa Ana, CA 92706
Contact Person:	Leila Mozaffari
Title:	Executive Director Institute for Workforce Development
Telephone:	(714) 480-7456
E-mail address:	mozaffari_leila@rscdd.edu
Type of Service:	Training
Amount of Service(s):	Up to \$25,000.00 dollars

Term of Agreement: May 15, 2018, through April 2, 2019.

ETP Reference #: Riverside Community College District ET17-0428 Agreement

SUB-CONTRACTOR agrees to follow all terms set forth by the Employment Training Panel (ETP) in Exhibit B (referenced to Exhibit C - Third-Party Agreement (Subcontracts) in Riverside Community College District's ET17-0428 agreement with the ETP.

12.0 DEBARMENT & SUSPENSION:

In accordance with Executive Orders 12549 & 12689, Sub-Contractor certified by entering into this transaction, that neither it nor its principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

13.0 LIABILITY INSURANCE:

SUB-CONTRACTOR will maintain in full force and effect at all times during this agreement a policy of general liability insurance, or self-insurance, covering all of its operations, with no less than \$1,000,000 coverage per occurrence. Evidence of said insurance coverage shall be furnished with this signed agreement.

13.0 NON-DISCRIMINATION

Sub-Sub-Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law.

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

DISTRICT:

SUB-CONTRACTOR:

Riverside Community College District  
3801 Market Street  
Riverside, CA 92501

Rancho Santiago Community College District  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

\_\_\_\_\_  
Aaron S. Brown  
Vice Chancellor, Business and Financial Services

\_\_\_\_\_  
Peter Hardash, Vice Chancellor of Business &  
Fiscal Services

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

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

**RCCD ET17-0428****Exhibit A: Menu Curriculum****Class/Lab Hours**

8 – 200 Trainees may receive any of the following:

**BUSINESS SKILLS**

- Business Writing Skills
- Communication Skills
- Customer Service
- Leadership Skills
- Finance for Non-Finance People
- Goal Setting
- Managing Change
- Performance Management Skills
- Problem Solving
- Project Coordination
- Team Building
- Time and Priority Management
- Project Management
- Sales Skills

**COMPUTER SKILLS**

- CAD Cam Engineering Software Training
- E-Commerce
- Enterprise and Manufacturing Management Systems
- Microsoft Office Suite Intermediate and Advanced
- Accounting Software
- SolidWorks, Design Software
- Cyber Security Training

**CONTINUOUS IMPROVEMENT**

- Design of Experiments
- American Production & Inventory Control Society Certification
- ISO Auditor Training
- Lean Enterprise
- Lean Manufacturing
- Lean Office
- Kaizen, 7S
- Problem Solving
- Process Improvement
- Process Mapping
- Root Cause Analyst
- Set-up Time Reduction
- Process Management
- Quality Engineering
- Six Sigma
- Statistical Process Control (SPC)

**HAZARDOUS MATERIALS**

- Hazardous Waste
- Hazardous Materials
- Hazardous Chemical Cleaning
- Hazardous Waste Cleaning
- CA OSHA 10/30** (OSHA Certified Trainer)
- CA OSHA 10 (requires completion of full 10-hour course)
- CA OSHA 30 (requires completion of full 30-hour course)

**MANUFACTURING SKILLS**

- Advanced Measurement Tools and Techniques
- Geometric Dimension and Tolerances
- Numerical Control Functions
- Electrical Fundamentals
- Electrical Troubleshooting
- Inventory Management
- Programmable Logic Controllers

Note: Reimbursement for retraining is capped at 200 total training hours per trainee, per ETP agreement regardless of the method of delivery.

**EXHIBIT B: Third-Party Agreement (Subcontracts)**

(Referenced as Exhibit C - Third-Party Agreement (Subcontracts) in Riverside Community College District's ET17-0428 Agreement with the ETP.)

1. The Employment Training Panel (ETP) is not a party to this Agreement. ETP is not obligated in any manner for any liability that may arise out of this Agreement. No third party relationship is intended or created with ETP under this Agreement.
2. Sub-Contractor agrees that ETP has the right, during normal business hours, to examine or audit any and all records, books, papers, and documents related to the delivery of services, including all accounting source payroll documents, under this Agreement to the extent ETP deems necessary.
3. Sub-Contractor agrees that ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement with or without the Sub-Contractor's presence. In particular, Sub-Contractor agrees that ETP has the right to interview trainees, trainers and training personnel.
4. Sub-Contractor agrees to maintain all records and other writings that pertain to the delivery of services under this Agreement for a period of no less than 4 years from termination or 3 years from Fiscal Closeout, whichever is later.
5. This Agreement shall be governed by the laws of the State of California. If ETP is named as a party in litigation, arbitration or other proceedings, in connection with this Agreement, the exclusive venue and place of jurisdiction will be the county of Sacramento in the State of California.
6. In the event of any conflict or inconsistency between the terms of this Agreement and the ETP Agreement, the latter shall govern and prevail.
7. In no event shall the administrative fees paid under this Agreement with ETP funds exceed 13% of payment earned for Retraining or 20% of payment earned for New-Hire Training. As use herein, "payment earned" means the amount of reimbursement the Sub-Contractor is entitled to retain based on ETP Fiscal Closeout. [Section 4400(r).]

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date: May 14, 2018
Re:	Adoption of Resolution No. 18-09 for Order of Biennial Trustee Election 2018 and Specifications of the Election Order	
Action:	Request for Approval	

**BACKGROUND**

The terms of four of the current trustees expire on December 7, 2018:

- John Hanna                                      Trustee Area #2
- Lawrence “Larry” R. Labrado              Trustee Area #4
- Phillip E. Yarbrough                         Trustee Area #6

**ANALYSIS**

The attached resolution instructs the County Superintendent to consolidate the election of RSCCD Board members with the election to be held on Tuesday, November 6, 2018.

**RECOMMENDATION**

The administration recommends adoption of Resolution No. 18-09 for the Order of Biennial Trustee Election and Specifications of the Election Order.

Fiscal Impact: None	Board Date: May 14, 2018
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Santa Ana, California

Board of Trustees

**RESOLUTION NUMBER 18-09**

**BIENNIAL TRUSTEE ELECTION**

Excerpt from the Journal of the Board of Trustees/Education of the Rancho Santiago Community College District of Orange County, State of California, for a regular meeting held on the 14th day of May, 2018, at 4:30 p.m. at which the following members were:

PRESENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, a Resolution and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: MEMBERS \_\_\_\_\_  
\_\_\_\_\_

NOES: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

Certified a correct copy this 14th day of May, 2018.

\_\_\_\_\_  
Claudia C. Alvarez, Clerk  
Rancho Santiago Community College District



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Santa Ana, California

Board of Trustees

**Resolution No. 18-09**

**RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION  
AND SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 7, 2018, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2018.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this 14<sup>th</sup> day of May, 2018.

---

Claudia C. Alvarez, Clerk  
Rancho Santiago Community College District



**FACULTY**

Hiring of Temporary Long-term Substitute (E.C. 87481 & 87482)

Ninh, Joseph Long-term Substitute Instructor, Math Mathematics & Sciences Division Santiago Canyon College	Effective: August 13, 2018 – June 8, 2019 Hourly Lecture Rate: II-5 \$64.25
---	--

Leave of Absence

Giddings-Aggleton, Jennifer Instructor, Mathematics Science, Mathematics & Health Sciences Division Santa Ana College	Effective: May 01, 2018 – June 04, 2018 Reason: Maternity Leave
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Mora, Nancy Instructor, High School Subjects Continuing Education Division Santa Ana College	Effective: April 16, 2018 – July 09, 2018 Reason: Maternity/Parental Leave
---	---

Ratification of Resignation/Retirement

Hyman, Deborah Associate Professor, Occupational Therapy Assistant Human Services & Technology Division Santa Ana College	Effective: June 2, 2018 (Last Day) Reason: Resignation
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Moreno, George Professor, Welding Human Services & Technology Division Santa Ana College	Effective: June 1, 2018 (Last Day) Reason: Resignation
---	---

Beyond Contract/Overload Stipend

Bennett, Gary Assistant Professor, Communication & Media Studies Fine & Performing Arts Division Santa Ana College	Effective: February 8, 2018 Amount: \$250.00 Reason: Program Facilitation-Distance Education
--	--

Benson, Kyla Assistant Professor, Family & Consumer Studies Human Services & Technology Division Santa Ana College	Effective: February 5, 2018 Amount: \$250.00 Reason: Program Facilitation-Distance Education
--	--

**FACULTY (CONT'D)**

Beyond Contract/Overload Stipend (cont'd)

Castillo, Ricardo Effective: February 5, 2018  
Associate Professor, Psychology Amount: \$3,000.00  
Humanities & Social Sciences Division Reason: Program Facilitation-Distance Education  
Santa Ana College (Project #2548)

Coffman, Jodi Effective: February 5, 2018  
Professor/Counselor Amount: \$250.00  
Counseling Division Reason: Program Facilitation-Distance Education  
Santa Ana College

El Said, Nahla Effective: April 3, 2018  
Professor, Chemistry Amount: \$1,000.00  
Mathematics & Science Division Reason: Staff Development-Basic Skills  
Santiago Canyon College (Project #2058)

El Said, Nahla Effective: April 9, 2018  
Professor, Chemistry Amount: \$500.00  
Mathematics & Science Division Reason: Staff Development-Chemistry  
Santiago Canyon College (Project #1604)

Fish, Zachary Effective: February 5, 2018  
Professor, Philosophy Amount: \$3,000.00  
Humanities & Social Sciences Division Reason: Program Facilitation-Distance Education  
Santa Ana College (Project #2548)

Foley, Denise Effective: March 26, 2018  
Professor, Biology Amount: \$3,000.00  
Mathematics & Science Division Reason: Program Development-Biology  
Santiago Canyon College (Project #1621)

Funaoka, Marygrace Effective: February 5, 2018  
Assistant Professor, Human Amount: \$250.00  
Development/Education/School Age Reason: Program Facilitation-Distance Education  
Human Services & Technology Division  
Santa Ana College

Guerrero-Phlaum, Martha Effective: February 8, 2018  
Professor, Foreign Language (Spanish) Amount: \$250.00  
Humanities & Social Sciences Division Reason: Program Facilitation-Distance Education  
Santa Ana College

**FACULTY (CONT'D)**

Beyond Contract/Overload Stipend (cont'd)

Horenstein, Daniel Effective: February 5, 2018  
Assistant Professor, Astronomy Amount: \$250.00  
Science, Mathematics, & Health Reason: Program Facilitation-Distance Education  
Sciences Division (Project #2548)  
Santa Ana College

Jenkins, Crystal Effective: February 5, 2018  
Professor, Chemistry Amount: \$250.00  
Science, Mathematics, & Health Reason: Program Facilitation-Distance Education  
Sciences Division  
Santa Ana College

Lui, Anson Effective: March 26, 2018  
Associate Professor, Biology Amount: \$1,000.00  
Mathematics & Sciences Division Reason: Program Development-Biology  
Santiago Canyon College (Project #1621)

Ortiz, Fernando Effective: February 8, 2018  
Professor, Psychology Amount: \$250.00  
Humanities & Social Sciences Division Reason: Program Facilitation-Distance Education  
Santa Ana College

Pineda, Maribel Effective: February 5, 2018  
Assistant Professor/Counselor Amount: \$1,000.00  
Counseling Division Reason: Curriculum Development-Distance Education  
Santa Ana College (Project 2548)

Robinson, Kristen Effective: February 5, 2018  
Associate Professor, Paralegal Amount: \$350.00  
Business Division Reason: Program Facilitation-Distance Education  
Santa Ana College (Project #2548)

Robinson, Kristen Effective: February 5, 2018  
Associate Professor, Paralegal Amount: \$1,000.00  
Business Division Reason: Program Facilitation-Distance Education  
Santa Ana College (Project #2548)

Smith, Kimberly Effective: February 5, 2018  
Assistant Professor, Law Amount: \$350.00  
Business Division Reason: Program Facilitation-Distance Education  
Santa Ana College (Project #2548)

**FACULTY (CONT'D)**

*Beyond Contract/Overload Stipend (cont'd)*

Smith, Kimberly Effective: February 5, 2018  
Assistant Professor, Law Amount: \$500.00  
Business Division Reason: Program Facilitation-Distance Education  
Santa Ana College (Project #2548)

Smith, Sean Effective: February 5, 2018  
Assistant Professor, Math Amount: \$1,000.00  
Science, Mathematics & Reason: Program Facilitation-Distance Education  
Health Sciences Division (Project #2548)  
Santa Ana College

Swift, Cynthia Effective: April 9, 2018  
Professor, Physics Amount: \$1,000.00  
Mathematics & Sciences Division Reason: Staff Development-Basic Skills  
Santa Ana College (Project #2058)

Walczak, Katharine Effective: August 28, 2017  
Assistant Professor/Coordinator, Learning Skills Amount: \$2,000.00  
Humanities & Social Sciences Division Reason: Curriculum Development-Basic Skills  
Santa Ana College (Project #2058)

*Part-time Hourly New Hires/Rehires*

Aguilar Hernandez, Gerardo Effective: May 14, 2018  
Instructor, Spanish Hourly Lecture Rate: II-3 \$58.29  
Humanities & Social Sciences Division  
Santa Ana College

Drummond, Sally Effective: May 08, 2018  
Instructor, Fashion Design & Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.06  
Merchandising  
Human Services & Technology Division

Gaudet, Jennifer L. Effective: August 20, 2018  
Instructor, American College English Hourly Lecture Rate: II-3 \$58.29  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Moreno, Roseira C. Effective: May 15, 2018  
Instructor, Criminal Justice Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46  
Human Services & Technology Division  
Santa Ana College

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Othmer, Cole W. Effective: April 23, 2018  
Instructor, Vocational/ Hourly Lecture Rate: III-3 \$51.16  
Construction Technology  
Continuing Education Division (CEC)  
Santa Ana College

Pawlikowski, Joseph J. Effective: May 15, 2018  
Instructor, Criminal Justice (equivalency) Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96  
Human Services & Technology Division  
Santa Ana College

Samp, William J. Effective: April 30, 2018  
Instructor, Fire Technology/ Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46  
Fire Inspection  
Human Services & Technology Division  
Santa Ana College

Tran, Sheena Effective: April 11, 2018  
Instructor, Vocational: Business Skills Hourly Lecture Rate: II-3 \$49.91  
Continuing Education Division (OEC)  
Santiago Canyon College

Uvidia, Enrique A. Effective: June 18, 2018  
Instructor, Business Applications & Hourly Lecture Rate: II-3 \$58.29  
Technology, Business Administration  
and Management  
Business Division  
Santa Ana College

Wing, Sadie S. Effective: May 01, 2018  
Instructor, Older Adults Hourly Lecture Rate: I-3 \$48.69  
Continuing Education Division (OEC)  
Santiago Canyon College

Non-paid Intern Service

Womelduff, Bridget Effective: June 18 – June 30, 2018  
Veterans Resource Intern College Affiliation: University of La Verne  
Veterans Resource Center Major Discipline: Educational Counseling  
Santa Ana College

**FACULTY (CONT'D)**

*Non-paid Intern Service (cont'd)*

Womelduff, Bridget  
Veterans Resource Intern  
Veterans Resource Center  
Santa Ana College

Effective: July 1, 2018 – June 30, 2019  
College Affiliation: University of La Verne  
Major Discipline: Educational Counseling



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Adriene L. Davis** (“Administrator”), on the other hand, hereby enter into this Classified Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Assistant Vice Chancellor of Economic and Workforce Development** (“Position”). Administrator is a “classified employee” as defined in sub-section “b” of Section 87001.5 of the *Education Code*, is a “classified administrator” as defined in sub-section “c” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **May 1, 2018** and ending **June 30, 2020**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of

this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$152,377.43** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** Administrator has no retreat rights to any faculty or classified position, except as provided by law.

16. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty,

insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

17. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

18. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 16 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

19. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

20. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

21. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

22. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

23. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties

agree that they have carefully read Attachment “A,” knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment “A”.

24. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

\_\_\_\_\_

For District

\_\_\_\_\_

Date

\_\_\_\_\_

Administrator

\_\_\_\_\_

Date

Board Approval Date: 05/14/2018

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
MAY 14, 2018**

**CLASSIFIED**New Appointment

Ceja, Fabiola Payroll Specialist (CL18-0990) Payroll/ District	Effective: April 30, 2018 Grade 11, Step 5 \$55,446.07
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Fahmy, Ali Research Analyst (CL18-1096) Research/ SAC	Effective: April 20, 2018 Grade 16, Step 1 \$59,635.39
---	---

Hourly Ongoing to Contract

Partida, Cynthia Student Services Coordinator (CL18-1097) Counseling/ SCC	Effective: April 30, 2018 Grade 15, Step 1 \$56,207.76
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Professional Growth Increments

Ediss, Michael Automotive Mechanic/ Admin. Services/ SAC	Effective: June 1, 2018 Grade 11, Step 6 + 2.5% L + 10PG (5000) \$64,672.49
--	---

Greenhalgh, Scott District Safety Officer/ District	Effective: June 1, 2018 Grade 9, Step 4 + 5%SW + 3PG (1500) \$52,327.32
--	---

McAdam, Justin Gardener/Utility Worker/ Admin. Services/ SAC	Effective: June 1, 2018 Grade 8, Step 4 + 6PG (3000) \$49,450.21
--	--

Salas, Sarah Graduation Specialist/ Continuing Ed./ CEC	Effective: June 1, 2018 Grade 15, Step 3 + 12.5%L + 10 PG (5000) \$74,719.64
---	--

SotoTellez, Roxzel Administrative Secretary/ Arts, Humanities & Soc. Sci/ SCC	Effective: June 1, 2018 Grade 12, Step 1 + 1PG (500) \$48,473.60
---	---

*Out of Class Assignment*

Cardenas, Raul  
Technical Specialist III/ ITS

Effective: 04/24/18 – 05/29/18  
Grade 17, Step 4 + 3 PG (1500)  
\$74,648.90

Lozano Arriaga, Erick  
Technical Specialist II/ ITS

Effective: 04/24/18 – 05/29/18  
Grade 15, Step 3 + 4 PG (2000)  
\$63,973.01

*Change in Position*

Mora, Francisco  
From: Administrative Clerk/ OEC  
To: Administrative Secretary (CL18-1098)  
Counseling/ SAC

Effective: April 30, 2018  
Grade 12, Step 2 + 1PG (500)  
\$50,916.26

*Leave of Absence*

Bailey, Debra  
Intermediate Clerk/ Student Services/ SAC

Effective: 08/14/17 – 08/18/17  
12/04/17 – 12/08/17  
06/04/18 – 06/15/18  
Reason: 11 Month Contract  
Non Paid Status

Urbina, Vanessa  
Administrative Secretary/ Fine &  
Performing Arts/ SAC

Effective: 04/27/18 – 06/22/18  
Reason: Maternity Leave

*Ratification of Resignation/Retirement*

Sagehorn, Robert  
Research Analyst/ Research/ District

Effective: April 20, 2018  
Reason: Resignation

Small, Eric  
Applications Specialist III/ ITS

Effective: April 27, 2018  
Reason: Resignation

Stowell, Ray  
Sr. District Safety Officer/ District

Effective: May 4, 2018  
Reason: Resignation

**CLASSIFIED HOURLY**

*New Appointments*

Du, Gary  
Counseling Assistant (CL17-1079)  
Continuing Ed./ CEC  
Effective: April 30, 2018  
19 Hours/Week 12 Months/Year  
Grade 5, Step A + 2.5%Bil \$17.54/Hour

Lopez, Staphany  
Counseling Assistant (CL17-1079)  
Continuing Ed./ CEC  
Effective: April 30, 2018  
19 Hours/Week 12 Months/Year  
Grade 5, Step A + 2.5%Bil \$17.54/Hour

*Change in Position*

Ramirez, Liliana  
From: Sr. Clerk/ Student Services/ SAC  
To: Student Services Coordinator  
(CL18-1102) Student Development/ SCC  
Effective: April 2, 2018  
19 Hours/Week 12 Months/Year  
Grade 15, Step A \$26.92/Hour

*Professional Growth Increment*

Ayala, Jose  
District Safety Officer/ SCC  
Effective: June 1, 2018  
Grade 9, Step A + 2PG (500)  
\$19.99/Hour + \$41.67/Mo. PG

Lopez, Saul  
Instructional Assistant/ Science & Math/  
SCC  
Effective: June 1, 2018  
Grade 5, Step A + 4 PG (1000)  
\$17.12/Hour + \$83.33/Mo. PG

*Out of Class Assignment*

Cardenas, Maria  
Admissions/Records Spec. II/ Continuing  
Ed./ CEC  
Effective: 04/19/18 – 06/30/18  
19 Hours/Week 12 Months/Year  
Grade 8, Step A + 2.5%Bil \$19.67/Hour

*Ratification of Resignation/Retirement*

Harris, Courtney  
District Safety Officer/ District  
Effective: May 2, 2018  
Reason: Resignation

Mendoza, Raymundo  
Instructional Assistant/ Business Division/  
SAC  
Effective: April 11, 2018  
Reason: Laid Off

*Ratification of Resignation/Retirement cont'd*

Stevenson, Peggy Intermediate Clerk/ Counseling/ SAC	Effective: April 26, 2018 Reason: Resignation
Tran, Tuyet Instructional Assistant/ Business Division/ SAC	Effective: April 11, 2018 Reason: Laid Off

**TEMPORARY ASSIGNMENT**

Huynh, Kelly Learning Facilitator/ Science & Math/ SAC	Effective: 06/02/18 – 06/08/18
Nessel, Pamela Instructional Assistant/ Science & Math/ SAC	Effective: 05/15/18 – 06/30/18
Rafael, Rita Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 06/02/18 – 06/03/18
Reinhart, Charles Learning Facilitator/ Science & Math/ SAC	Effective: 06/02/18 – 06/08/18
Vu, Janet Learning Facilitator/ Science & Math/ SAC	Effective: 06/02/18 – 06/08/18
Vu, Jennifer Learning Facilitator/ Science & Math/ SAC	Effective: 06/02/18 – 06/08/18
Weber, Elizabeth Student Trustee/ District	Effective: 06/01/18 – 05/31/19
Widly, Joseph Learning Facilitator/ Science & Math/ SAC	Effective: 05/15/18 – 06/08/18

*Additional Hours for Ongoing Assignment*

Zuniga, Emilio Intermediate Clerk/Financial Aid/ SAC	Effective: 06/01/18 – 06/30/18 07/01/18 – 09/30/18
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Substitute Assignments

Cardenas, Maria Admissions & Records Spec. II/ Continuing Ed./ CEC	Effective: 04/19/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Gunderson, Darrell Custodian/ Admin. Services/ SCC	Effective: 04/30/18 – 06/29/18
Gutierrez Gutierrez, Octavio Custodian/ Facility Planning / District	Effective: 04/30/18 – 06/29/18
Marin, Perla Senior Clerk/ Student Services/ SAC	Effective: 07/01/18 – 08/08/18
Ortega, Leslie Student Services Coord./ Student Services/ SCC	Effective: 04/12/18 – 05/09/18
Ramirez, Liliana Student Services Coord./ Student Services/ SCC	Effective: 04/12/18 – 05/09/18 Not to exceed 19 consecutive working days in any given period.
Valle, Elia HS & Community Outreach Spec./ Continuing Ed./ CEC	Effective: 04/10/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.

**MISCELLANEOUS POSITIONS**

Huang, Julia Presenter II/ International Students/SAC	Effective: 07/01/18 – 06/30/19
Rubio, Michael Coaching Assistant/ Kinesiology/ SAC	Effective: 04/24/18

Instructional Associates/Associate Assistants

**Criminal Justice**

Gilbert, Adam	Effective: 05/15/18
Gonzalez, Rick	Effective: 05/15/18
Graham, Marla	Effective: 05/15/18

*Instructional Associates/Associate Assistants cont'd*

Mendoza, Jose	Effective: 05/15/18
Ruiz, Antonio	Effective: 05/15/18
Sandusky, Clinton	Effective: 05/15/18
Valdez, Joel	Effective: 05/15/18

**COMMUNITY SERVICE PRESENTERS**

*Stipends Effective 01/11/18 – 02/10/18*

Perreault, Elizabeth	Amount: \$ 60.90
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*Stipends Effective 02/11/18 – 03/10/18*

Barreto, Rigoberto	Amount: \$ 280.00
Dewberry, Dorianne	Amount: \$ 141.98
Gorman, Ron	Amount: \$ 482.33
Greenspan, Frances	Amount: \$ 214.89
Lee, Jennifer	Amount: \$ 30.97
Perreault, Elizabeth	Amount: \$ 243.60
Smith, Roberta	Amount: \$ 360.00

*Stipends Effective 03/11/18 – 04/10/18*

Barreto, Rigoberto	Amount: \$ 70.00
Dewberry Dorianne	Amount: \$ 212.98
Fischermilitaru, Mariana	Amount: \$ 402.50
Gorman, Ron	Amount: \$ 327.30
Greenspan, Frances	Amount: \$ 214.89
Krusemark, Leeanne	Amount: \$ 148.60

Stipends Effective 03/11/18 – 04/10/18 cont'd

Lee, Jennifer	Amount: \$ 92.92
Nolasco, Jeffrey	Amount: \$ 315.00
Perreault, Elizabeth	Amount: \$ 60.90
Raslan, Nayrouz	Amount: \$2,184.00
Samaniego, Adriel	Amount: \$ 120.00
Smith, Roberta	Amount: \$ 270.00

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Lara, Carolina L.		Effective:	04/25/18-06/30/18
Martinez, Cinthia E.	(Corrected Date)	Effective:	04/16/18-06/30/18
Ortega, Tatiana Y.		Effective:	04/18/18-06/30/18
Rivas, Andrew D.		Effective:	05/01/18-06/30/18
Vega, Liliana G.	(Corrected Date)	Effective:	04/16/18-06/30/18

This item has been deleted.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification	
Action:	Request for Approval	

**BACKGROUND**

The Chancellor's Office has implemented a new procedure for the allocation of equal employment opportunity funds. This process requires each district to certify its activities with respect to nine various methods to improve diversity of the workforce.

**ANALYSIS**

The attached certification form was reviewed and approved through the District's participatory governance process. The Human Resources Committee, which also serves at the District's Equal Employment Opportunity Advisory Committee, approved this certification form on May 9, 2018.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form and authorize its transmission to the State Chancellor's Office.

Fiscal Impact: None	Board Date: May 14, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**Equal Employment Opportunity Fund Multiple Method Allocation Model  
Certification Form, Fiscal Year 2017-2018**

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District Name: \_\_\_\_\_

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

- Yes
- No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

- Yes
  - Method 2 (Board policies and adopted resolutions)
  - Method 3 (Incentives for hard-to-hire areas/disciplines)
  - Method 4 (Focused outreach and publications)
  - Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
  - Method 6 (Consistent and ongoing training for hiring committees)
  - Method 7 (Professional development focused on diversity)
  - Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
  - Method 9 (Grow-Your-Own programs)
- No

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**I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.**

***Chair, Equal Employment Opportunity Advisory Committee***

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Chief Human Resources Officer***

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Chief Executive Officer (Chancellor or President/Superintendent)***

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***President/Chair, District Board of Trustees***

***Date of governing board's approval/certification:*** \_\_\_\_\_, 2018

Name: \_\_\_\_\_ Title: ***President/Chair, Board of Trustees***  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Date Due at the Chancellor's Office: June 1, 2018**  
Return to: Leslie LeBlanc [lleblanc@cccco.edu](mailto:lleblanc@cccco.edu); Office of the General Counsel  
California Community Colleges; 1102 Q Street, Ste. 4400, Sacramento, CA 95811

# Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

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This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

## Nine (9) Multiple Methods

### ***Mandatory for Funding***

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

### ***Pre-Hiring***

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

### ***Hiring***

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

### ***Post-Hiring***

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

## **Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?**

**Yes**

**No**

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

**Equal Employment Opportunity Fund Multiple Method Allocation Model  
Certification Form, Fiscal Year 2017-2018**

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To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

**Does the District meet Method #2 (Board policies and adopted resolutions)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #2.



**Equal Employment Opportunity Fund Multiple Method Allocation Model  
Certification Form, Fiscal Year 2017-2018**

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**Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.

**Does the District meet Method #4 (Focused outreach and publications)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

**Equal Employment Opportunity Fund Multiple Method Allocation Model  
Certification Form, Fiscal Year 2017-2018**

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**Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.

**Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #6.

**Equal Employment Opportunity Fund Multiple Method Allocation Model  
Certification Form, Fiscal Year 2017-2018**

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**Does the District meet Method #7 (Professional development focused on diversity)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #7.

**Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #8.

**Equal Employment Opportunity Fund Multiple Method Allocation Model  
Certification Form, Fiscal Year 2017-2018**

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**Does the District meet Method #9 (Grow-Your-Own programs)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.

# Exhibit

#1

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES**

To: Board of Trustees	Date: March 12, 2018
Re: Approval of RSCCD Equal Employment Opportunity and Human Resources Plan	
Action: Request for Action	

**BACKGROUND**

Title 5 Section 53003 required community college districts to develop an Equal Employment Opportunity (EEO) Plan and submit that plan to the state Chancellor's Office.

**ANALYSIS**

The context for the EEO plan is largely based upon regulatory compliance. In an effort to develop a planning document that fulfills those requirements but also provides planning data for the colleges and district office, an expanded EEO and Human Resources Plan was developed by the district Human Resources Committee. This plan was reviewed by the District Council and is being recommended to the Board of Trustees for approval.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Equal Employment Opportunity and Human Resources Plan and authorize its transmission to the state Chancellor's Office.

Fiscal Impact: None	Board Date: March 12, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RSCCD**

**EQUAL EMPLOYMENT OPPORTUNITY  
AND  
HUMAN RESOURCES PLAN**

**Approved by District Council**

**March 5, 2018**

# Equal Employment Opportunity and Human Resources Plan

Adopted \_\_\_\_\_

## Regulatory Framework for the Plan

Section 53003(a) of Title 5 of the California Code of Regulations, requires the governing board of each community college District to develop and adopt a District-wide written equal employment opportunity plan to implement its equal employment opportunity program. Such plans and revisions must be submitted to the Chancellor's Office for review and approval. Section 53003(b) requires districts to review their plans at least every three years and, if necessary, revise and submit them to the Chancellor's Office.

In addition to the Title 5 requirements, there are a number of standards and requirements (accreditation standards, board policies, administrative regulations) which influence and shape the manner in which the District manages its human resources. This plan has been designed to move beyond the basic compliance elements dictated by Title 5 and provide a comprehensive planning document which will be a viable planning tool for the District and its colleges.

## Relevant Policies

Two Board Policies primarily reflect the District's commitment to equal employment opportunity and the continued development of a diverse workforce. A third policy prescribes the framework for the District's recruitment and selection processes. The administrative regulations associated with that policy delineate the procedures that are followed for various employee groups.

Those policies are presented below.

## *BP 3420 Equal Employment Opportunity*

### *References:*

*Title VII of the Civil Rights Act of 1964; Article I, Section 31 of the California Constitution; Title 5 of the California Code of Regulations, Section 53000 et seq.; Education Code Section 87100*

*The Board supports efforts to ensure equal opportunity and sees the value of having a diverse work force. Diversity in the academic environment fosters cultural, social and civic awareness as well as mutual understanding and respect. The Board commits itself to the principle of equal employment through a continuing equal opportunity employment program.*



*The District prohibits discrimination and harassment based on ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability, gender identity, medical condition (cancer-related or genetic characteristics), marital status, citizenship, or service in the uniformed services, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics. This Board policy applies to all employment practices, including recruitment, selection, promotion, transfer, salary, training and development, discipline and dismissal.*

*This Board policy prohibits retaliation against any employee or person seeking employment for bringing a complaint of discrimination or harassment pursuant to this policy. This Board policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in an investigation or resolution of a complaint of discrimination or harassment.*

*The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with California law as from time to time modified or clarified by judicial interpretation.*

*Nothing in this Board policy shall authorize in any plan for equal employment opportunity the setting of numerical goals or quotas, or preferences, in conflict with state law.*

**Revised: August 19, 2013 (Previously BP4104)**

### ***BP 7100 Commitment to Diversity***

**Reference:**

*Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq. Accreditation Standard IIIA.4*

*The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.*

*Nothing in this Board Policy shall authorize hiring and staff development processes that set numerical goals or quotas, or preferences, in conflict with state law.*

**Adopted October 28, 2013**

## ***BP 7120 Recruitment and Hiring***

### ***Reference:***

*Title VII of the Civil Rights Act of 1964; Article 1, Section 31 of the California Constitution, Title 5 of the California Code of Regulations, Section 53000 et seq., 51023.5 Education Code Sections 70901.2, 70902(b)(7) & (d), 87100 et seq. and 87458; ACCJC Accreditation Standard III.1.A*

*It is the responsibility of the Chancellor to determine the personnel needs of the District. The Chancellor shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.*

*It is the policy of the Rancho Santiago Community College District to obtain the best qualified administrators, faculty, and staff members who are dedicated to student success. The Board of Trustees supports a competitive selection process for filling vacant positions.*

*It shall be the duty of the Chancellor to see that persons nominated for employment meet all qualifications established by law and/or the Board of Trustees for the position for which nomination is made.*

*Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.*

*The criteria and procedures for hiring academic employees shall be established and implemented in accordance with board policies and procedures regarding the Academic Senate's role in local decision-making.*

*The criteria and procedures for hiring classified employees shall be established after first affording the appropriate constituent groups an opportunity to participate in the decisions under the Board's policies regarding local decision making.*

*The Chancellor will recommend the appointment of all employees to the Board of Trustees. Employees may be appointed by the Chancellor or delegated agent subject to ratification at the next regular meeting of the Board of Trustees.*

*The authority to assign and/or transfer personnel within the District is delegated to the Chancellor except as such power may be limited by law, District policies, procedures, and collective bargaining agreements.*

***Revised October 28, 2013 (Previously BP4102)***

***References Updated: March 16, 2015; November 7, 2016***

The specific procedures governing the district's recruitment and selection process are contained in following Administrative Regulations and are incorporated into this plan by reference:

- AR 7120.1 Full-time Faculty Recruitment and Hiring
- AR 7120.2 Classified Hiring Procedures (Full-Time and Part-time)
- AR 7120.3 Management Recruitment and Selection

**Delegation of Responsibility**

The Chancellor is ultimately responsible to the Board of Trustees for ensuring compliance with all District policies and relevant laws and regulations. The following employees are specifically responsible for the implementation and management of the District’s EEO Plan:

<u>Employee</u>	<u>Title</u>	<u>Responsibilities</u>
Judy Chitlik	Vice Chancellor, Human Resources	Equal Employment Opportunity Officer; Receipt and Investigation of Complaints
Alistair Winter	Assistant Vice Chancellor, Human Resources	Day-to-day implementation of the EEO Plan
Elouise Marasigan	Employment Services Manager	Recruitment and Hiring Procedures

**The Human Resources Committee (EEO Advisory Committee)**

The District’s Human Resources Committee is the participatory governance committee charged with the planning, evaluation and assessment of issues related to human resources. As such, this committee serves an evaluative and advisory role to the administration and the board of trustees with regard to human resources issues including but not limited to the operation of the EEO Plan. As one of the District’s standing participatory governance committees, the Human Resources Committee shall function as the District’s Equal Employment Opportunity Advisory Committee. The committee shall assist in the implementation of this plan in conformance with state and federal regulations and guidelines, monitor equal employment opportunity progress, and provide recommendations for plan revisions as appropriate.

## Complaints

### Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Section 53026).

The District's Equal Employment Opportunity Policy is contained in Board Policy 3420. The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations (California Code of Regulations, title 5, section 53000 et seq.) have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation. Complaints alleging violations of the *Plan* that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. A complainant may not appeal the District's determination pursuant to section 53026 to the Chancellor's Office, but under some circumstances, violations of the equal opportunity regulations in title 5 may constitute a violation of a minimum condition for receipt of state aid. In such a case, a complaint can be filed with the Chancellor's Office, but the complainant will be required to demonstrate that he/she made previous reasonable, but unsuccessful, efforts to resolve the alleged violation at the college and/or district level using the process provided by section 53026. (See *California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints* at:

<http://www.cccco.edu/divisions/legal/guidelines/Guidelines%20for%20Minimum%20Conditions%20Complaints.htm>.

The District may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

The complaint shall be filed with the equal employment opportunity officer. If the complaint involves the equal employment opportunity officer, the complaint may be filed with the chief executive officer. To the extent practicable, a written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. The equal employment opportunity officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

In the event that a complaint filed under section 53026 alleges unlawful discrimination, it will be processed according to the requirements of section 59300 et seq.

## **Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.)**

The District's Nondiscrimination Policy is contained in Board Policy 3410. Complaints of illegal discrimination and harassment must be filed with the Vice Chancellor of Human Resources and will be processed in accordance with Administrative Regulation 3435.

### ***BP 3410 Nondiscrimination***

#### ***References:***

*Education Code Sections 66250 et seq., 72010 et seq., and 87100 et seq.; Title 5 Sections 53000 et seq. and 59300 et seq.; Penal Code Section 422.55; Government Code Sections 12926.1 and 12940 et seq.; Title 2 Sections 10500 et seq.*

*ACCJC Accreditation Eligibility Requirement 20 and ACCJC Accreditation Standard Catalog Requirements (formerly Accreditation Standard II.B.2.c)*

*The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.*

*The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.*

*The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.*

*No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or because of his or her association with a person or group with one or more of these actual or perceived characteristics.*

***Revised July 21, 2014 (Previously BP4119 and BP7300)***

***References Updated: March 16, 2015; November 7, 2016***

## **AR 3410    Nondiscrimination**

### ***Nondiscrimination References for Education Programs:***

*Education Code Sections 66250 et seq., 200 et seq., and 72010 et seq.; Penal Code Sections 422.55 et seq.; Title 5 Sections 59300 et seq.; AACJC Accreditation Eligibility Requirement 20 and AACJC Accreditation Standard Catalog Requirements (formerly II.B.2.c)*

### *Education Programs*

*The District shall provide access to its services, classes and programs without regard to, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.*

*All courses, including noncredit classes, shall be conducted without regard to the gender of the student enrolled in the classes. As defined in the Penal Code, “gender” means sex, and includes a person’s gender identity and gender expression. “Gender expression” mean’s a person’s gender-related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth.*

*The District shall not prohibit any student from enrolling in any class or course on the basis of gender.*

*Academic staff, including but not limited to counselors, instructors and administrators shall not offer program guidance to students which differs on the basis of gender.*

*Insofar as practicable, the District shall offer opportunities for participation in athletics equally to male and female students.*

### ***Nondiscrimination References for Employment:***

*Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq.; Government Code Sections 11135 et seq. and 12940 et seq.; Title 2 Sections 10500 et seq.*

### *Employment*

*The District shall provide equal employment opportunities to all applicants and employees regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.*

*All employment decisions, including but not limited to hiring, retention, assignment, transfer, evaluation, dismissal, compensation, and advancement for all position classifications shall be based on job-related criteria as well as be responsive to the District's needs.*

*The District shall from time to time as necessary provide professional and staff development activities and training to promote understanding of diversity.*

*It is unlawful to discriminate against a person who serves in an unpaid internship or any other limited-duration program to provide unpaid work experience in the selection, termination, training, or other terms and treatment of that person on the basis of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.*

**Approved: September 15, 2014**

**References Updated: March 16, 2015; November 7, 2016**

### ***AR 3430 Prohibition of Harassment***

#### **References:**

*Education Code Sections 212.5; 44100; 66281.5;*

*Government Code Section 12940;*

*Title 2 Sections 10500 et seq.;*

*Title IX, Education Amendments of 1972; Title 5, Sections 59320 et seq.;*

*Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e*

*The District is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the District.*

*This procedure and the related policy protects students, employees in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, a District vehicle, or at a class or training program sponsored by the District at another location.*

#### **Definitions**

**General Harassment:** *Harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, or the perception that a person has one or more of these characteristics is illegal and violates District policy. Harassment shall be found where, in aggregate, the incidents are sufficiently*



*pervasive, persistent, or severe that a reasonable person with the same characteristics as the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.*

*Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile or offensive conduct based on gender can constitute prohibited harassment if it meets the definition above. For example, repeated derisive comments about a person's competency to do the job, when based on that person's gender, could constitute gender-based harassment. Harassment comes in many forms, including but not limited to the following conduct that could, depending on the circumstances, meet the definition above, or could contribute to a set of circumstances that meets the definition:*

***Verbal:*** *Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's race gender, sexual orientation, or other protected status. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation; or sexist, patronizing or ridiculing statements that convey derogatory attitudes based on gender, race nationality, sexual orientation or other protected status.*

***Physical:*** *Inappropriate or offensive touching, assault, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures. It also includes any physical assault or intimidation directed at an individual due to that person's gender, race, national origin, sexual orientation or other protected status. Physical sexual harassment includes acts of sexual violence, such as rape, sexual assault, sexual battery, and sexual coercion. Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual also may be unable to give consent due to an intellectual or other disability.*

***Visual or Written:*** *The display or circulation of visual or written material that degrades an individual or group based on gender, race, nationality, sexual orientation, or other protected status. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.*

***Environmental:*** *A hostile academic or work environment exists where it is permeated by sexual innuendo; insults or abusive comments directed at an individual or group based on gender, race, nationality, sexual orientation or other protected status; or gratuitous comments regarding gender, race, sexual orientation, or other protected status that are not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work environment. It can also be created by an unwarranted focus on, or stereotyping of, particular racial or ethnic groups, sexual orientations, genders or other protected statuses. An environment may also be hostile toward anyone who merely witnesses unlawful harassment in his/her immediate surroundings, although the conduct is directed at others. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or*



*physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.*

***Sexual Harassment:*** *In addition to the above, sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature made by someone from, or in, the work or educational setting when:*

- *submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, progress;*
- *submission to, or rejection of, the conduct by the individual is used as a basis of employment or academic decisions affecting the individual;*
- *the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile or offensive work or educational environment (as more fully described below); or*
- *submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the community college.*

*This definition encompasses two kinds of sexual harassment:*

***"Quid pro quo"*** *sexual harassment occurs when a person in a position of authority makes educational or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.*

***"Hostile environment"*** *sexual harassment occurs when unwelcome conduct based on a person's gender is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interfere with an individual's academic or work performance, or create an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile. A single or isolated incident of sexual harassment may be sufficient to create a hostile environment if it is severe, i.e. a sexual assault.*

*Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.*

### ***Consensual Relationships***

*Romantic or sexual relationships between supervisors and employees, or between administrators, faculty, or staff members and students are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. In the event that such relationships do occur, the District has the authority to transfer any involved employee to eliminate or attenuate the supervisory authority of one over the other, or of a teacher over a student. Such action by the District is a proactive and preventive measure to avoid possible charges of harassment and does not constitute discipline against any affected employee.*

**Revised: September 21, 2015**

**References Updated: November 7, 2016**

## ***AR 3435 Discrimination and Harassment Investigations***

### **References:**

*Education Code Sections 212.5, 66281.5, and 67386; Government Code Section 12950.1; Title 5 Sections 59320, 59324, 59326, 59328, and 59300 et seq.; Title 2 Sections 11023 and 11024; 34 Code of Federal Regulations Section 106.8(b)*

*The law prohibits students, employees, (including but not limited to instructors, supervisors and managers) and third parties from engaging in harassment, discrimination, or retaliation. Any person (e.g., an employee or non-employee of the District) who has suffered harassment, discrimination, or retaliation may file a formal or informal complaint of harassment, discrimination, or retaliation.*

### **Informal Complaints**

*An informal complaint is: (1) A written or unwritten allegation of harassment, discrimination, or retaliation with a request to engage in the informal process; or (2) a written allegation of harassment, discrimination, or retaliation that falls outside the timelines for a formal complaint.*

*Any person may submit an informal complaint to the Vice Chancellor of Human Resources or any other District or college administrator. Administrators receiving an informal complaint shall immediately notify the Vice Chancellor of Human Resources (or designee) in writing of all pertinent information and facts alleged in the informal complaint.*

*Upon receipt of an informal complaint, the Vice Chancellor of Human Resources will notify the person bringing the informal complaint of his/her right to file a formal complaint, and explain the procedure for doing so. The complainant may later decide to file a formal complaint. If the individual chooses not to file a formal complaint, or if the alleged conduct falls outside the timeline to file a formal complaint, the Vice Chancellor of Human Resources shall consider the allegations contained in the informal complaint and determine the appropriate course of action. This may include efforts to informally resolve the matter, or a fact-finding investigation.*

*Investigation of an informal complaint will be appropriate if the Vice Chancellor of Human Resources determines that the allegation(s), if proven true, would constitute a violation of the District policy prohibiting harassment, discrimination, or retaliation. The Vice Chancellor of Human Resources will explain to any individual bringing an informal complaint that the Vice Chancellor of Human Resources may decide to initiate an investigation, even if the individual does not wish the Vice Chancellor of Human Resources to do so. However, the complaint's*

*confidentiality will be preserved to the maximum extent possible. The Vice Chancellor of Human Resources shall not disregard any allegations of harassment, discrimination, or retaliation solely on the basis that the alleged conduct falls outside the deadline to file a formal complaint.*

### ***Formal Complaints***

*A formal complaint is a written and signed statement filed with the District or the State Chancellor's office that alleges harassment, discrimination, or retaliation in violation of the District's Board Policies, Administrative Procedures or in violation of state or federal law.*

*A Formal Complaint must meet each of the following criteria:*

- *It must allege facts with enough specificity to show that the allegations, if true, would constitute a violation of District policies or procedures prohibiting discrimination, harassment, or retaliation;*
- *The complainant must sign and date the Formal Complaint;*
- *The complainant must file any Formal Complaint not involving employment within one year of the date of the alleged discriminatory, harassing, or retaliatory conduct or within one year of the date on which the complainant knew or should have known of the facts underlying the allegation(s) of discrimination, harassment, or retaliation.*
- *The complainant must file any Formal Complaint alleging discrimination, harassment, or retaliation in employment within 180 days of the date of the alleged discriminatory, harassing, or retaliatory conduct, except that this period shall be extended by no more than 90 days following the expiration of the 180 days if the complainant first obtained knowledge of the facts of the alleged violation after the expiration of the 180 days.*

*If the Formal Complaint does not meet the requirements set forth above, the Vice Chancellor of Human Resources will promptly return it to the complainant and specify the defect. If the sole defect is that the Formal Complaint was filed outside the applicable proscribed timeline, the Vice Chancellor of Human Resources will handle the matter as an informal complaint.*

***Where to File a Formal Complaint:*** *The completed Formal Complaint form must be filed with any of the following:*

- *The Vice Chancellor of Human Resources, 2323 N Broadway, Santa Ana, CA 92706, and/or*
- *The California Community College Chancellor's Office, 1102 Q Street, Sacramento, CA 95811.*

*Student complainants shall be notified that they may file a discrimination complaint with the U.S. Department of Education, Office for Civil Rights (OCR), 50 United Nations Plaza, [Room 1490](#), [Mail Box 1200](#) San Francisco, CA 94102 (415) 486-5555.*

*Employee complainants shall be notified that they may file employment discrimination complaints with the U.S. Equal Employment Opportunity Commission (EEOC), Royal Federal Building, 255 East Temple Street, 4th Floor Los Angeles, CA 90012 or the California Department of Fair Employment and Housing (DFEH), 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758.*

*Complaints filed with the EEOC and/or the DFEH should be forwarded to the California Community College Chancellor's Office by the District.*

*Any District employee who receives a harassment or discrimination complaint, regardless of whether it is brought by a student or an employee, shall notify the District's Vice Chancellor of Human Resources immediately.*

*Immediately upon receiving a Formal Complaint, as described above, regardless of whether the complaint is brought by a student or by an employee, the District shall forward a copy of the Formal Complaint to the California Community College Chancellor's Office.*

***Filing a Timely Complaint:*** *The District is firmly committed to providing an environment free of discrimination and harassment. The District strongly encourages anyone who believes they are being harassed or discriminated against, to file a complaint. The District also strongly encourages the filing of such complaints as soon as possible after the alleged incident. While all complaints are taken seriously and will be investigated promptly, delay in filing impedes the District's ability to investigate and remediate.*

*All supervisors and managers have a mandatory duty to report incidents of harassment and discrimination; the existence of a hostile, offensive or intimidating work environment, and acts of retaliation.*

*The District will investigate complaints involving acts that occur off campus if they are related to or impact a District program or activity.*

***Confidentiality:*** *The District will keep the investigation confidential to the extent possible, but cannot guarantee confidentiality because release of some information on a "need-to-know-basis" may be essential to a thorough investigation. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to investigate and respond effectively to the complaint.*

***Communicating that the Conduct is Unwelcome:*** *The District further encourages students and staff to let the offending person know immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste and/or inappropriate.*

***Oversight of Complaint Procedure:*** *The Vice Chancellor of Human Resources is the "responsible District officer" charged with receiving complaints of discrimination or harassment, and coordinating their investigation. The actual investigation of complaints may be delegated by the Vice Chancellor of Human Resources to other trained, qualified staff, outside persons or organizations under contract with the District. This must occur whenever the Vice Chancellor of Human Resources is named in the complaint or implicated by the allegations in the complaint.*

**Who May File a Complaint:** Any person (employee or non-employee), individually or as a member of a class or on behalf of others, may file a complaint alleging discrimination or harassment that is prohibited by the District's anti-discrimination and anti-harassment policies and procedures.

**Intake and Processing of the Complaint:** Upon receiving notification of a harassment or discrimination complaint, the Vice Chancellor of Human Resources or designee shall:

- Upon approval by the parties involved, and when appropriate, undertake efforts to informally resolve the charges, including but not limited to mediation, rearrangement of work/academic schedules; obtaining apologies; providing counseling and/or training, etc.
- Advise the complainant that he/she need not participate in an informal resolution of the complaint, as described above, and has the right to end the informal resolution process at any time. Mediation is not appropriate for resolving incidents involving sexual violence.
- Advise a student complainant that he/she may file a complaint with the Office for Civil Rights of the U.S. Department of Education and employee complainants may file a complaint with the Department of Fair Employment and Housing. All complainants should be advised that they have a right to file a complaint with local law enforcement. The District must investigate even if the complainant files a complaint with local law enforcement. In addition, the District should ensure that complainants are aware of any available resources, such as counseling, health, and mental health services. The Vice Chancellor of Human Resources shall also notify the State Chancellor's Office of the complaint.
- Take interim steps to protect a complainant from coming into contact with an accused individual, especially if the complainant is a victim of sexual violence. The Vice Chancellor of Human Resources should notify the complainant of his or her options to avoid contact with the accused individual and allow students to change academic situations as appropriate. For instance, the District may prohibit the parties from having any contact with one another pending the results of the investigation.

**Authorization of an Investigation:** The Vice Chancellor of Human Resources or designee shall:

- Authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint, as set forth below. Where complainants opt for informal resolution, the designated officer will determine whether further investigation is necessary to ensure resolution of the matter and utilize the investigation process outlined below as appropriate. In the case of a formal complaint, the investigation will include interviews with the complainant, the accused, and any other persons who may have relevant knowledge concerning the complaint. This may include victims of similar conduct.
- Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, or other unlawful discriminatory conduct, giving consideration to all factual information and the totality of the circumstances, including the nature of the verbal, physical, visual or sexual conduct, and the context in which the alleged incidents occurred.

***Investigation of the Complaint:*** *The District shall promptly investigate every complaint of harassment or discrimination. No claim of employee or student harassment or discrimination shall remain unexamined. This includes complaints involving activities that occur off campus and in connection with any academic, educational, extracurricular, athletic, or other program of the District, whether those programs take place at a District facility, in a District vehicle, or at a class, training program or similar event sponsored by the District at another location.*

*As set forth above, where the complainant opts for an informal resolution, the Vice Chancellor of Human Resources may limit the scope of the investigation, as appropriate. The District will keep the investigation confidential to the extent possible, but cannot guarantee confidentiality because release of some information on a “need-to-know-basis” is essential to a thorough investigation. When determining whether to maintain confidentiality, the District may weigh the request for confidentiality against the following factors: the seriousness of the alleged harassment; the complainant’s age; whether there have been other harassment complaints about the same individual; and the accused individual’s rights to receive information about the allegations if the information is maintained by the District as an “education record” under the Family Educational Rights and Privacy Act (FERPA), 20 U.S. Code Section 1232g; 34 Code Federal Regulations Part 99.15. The District will inform the complainant if it cannot maintain confidentiality.*

***Investigation Steps:*** *The District will fairly and objectively investigate harassment and discrimination complaints. Employees designated to serve, as investigators under this policy shall have adequate training on what constitutes discrimination, including sexual harassment and sexual violence, racial discrimination, disability discrimination and age discrimination and understand how the District’s grievance procedures operate. The investigator may not have any real or perceived conflicts of interest and must be able to investigate the allegations impartially.*

*Investigators will use the following steps: interviewing the complainant(s); interviewing the accused individual(s); identifying and interviewing witnesses and evidence identified by each party; identifying and interviewing any other witnesses, if needed; reminding all individuals interviewed of the District’s no-retaliation policy; considering whether any involved person should be removed from the campus pending completion of the investigation; reviewing personnel/academic files of all involved parties; reaching a conclusion as to the allegations and any appropriate disciplinary and remedial action; and seeing that all recommended action is carried out in a timely fashion. When the District evaluates the complaint, it shall do so using a preponderance of the evidence standard. Thus, after considering all the evidence it has gathered, the District will decide whether it is more likely than not that discrimination or harassment has occurred.*

***Timeline for Completion:*** *The District will undertake its investigation as promptly and as swiftly as possible. To that end, the investigator shall complete the above steps, and prepare a written report within 90 days of the District receiving the complaint, unless an extension has been granted. The Vice Chancellor of Human Resources will notify all the parties involved of the District’s determination, in writing, within 10 working days of the determination being made.*

***Cooperation Encouraged:*** All students and employees are expected to cooperate with a District investigation into allegations of harassment or discrimination. Lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. However, lack of cooperation by a complainant or witnesses does not relieve the District of its obligation to investigate. The District will conduct an investigation if it is discovered that harassment is, or may be occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed.

***Written Report:***

The results of the investigation of a complaint shall be set forth in a written report that will include at least all of the following information:

- A description of the circumstances giving rise to the Formal Complaint;
- A summary of the testimony provided by each witness interviewed by the investigator;
- An analysis of relevant evidence collected during the course of the investigation;
- A specific finding as to whether there is probable cause to believe that discrimination, harassment, or retaliation occurred with respect to each allegation in the complaint; and
- Any other information deemed appropriate by the District.

***Confidentiality of the Process:***

Investigations are best conducted within a confidential climate. Therefore, the District does not reveal information about ongoing investigations except as necessary to fulfill its legal obligations. The District will keep the investigation confidential to the extent possible, but it cannot guarantee absolute confidentiality because release of some information on a “need-to-know-basis” may be essential to a thorough investigation and to protect the rights of accused students and employees during the investigation process and any ensuing discipline.

***Administrative Determination:***

In any case not involving employment discrimination, within 90 days of receiving a formal complaint, the District shall complete its investigation and forward a copy of the investigative report to the State Chancellor, a copy or summary of the report to the complainant, and written notice setting forth all of the following to both the complainant and the Chancellor:

- The determination of the Vice Chancellor of Human Resources (or designee) as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;
- A description of actions taken, if any, to prevent similar problems from occurring in the future;
- The proposed resolution of the complaint; and
- The complainant's right to appeal to the district governing board and the Chancellor.

*In any case involving employment discrimination, within 90 days of receiving a complaint, the District shall complete its investigation and forward a copy or summary of the report to the complainant, and written notice setting forth all the following to the complainant:*

- *The determination of the Vice Chancellor of Human Resources (or designee) as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;*
- *A description of actions taken, if any, to prevent similar problems from occurring in the future;*
- *The proposed resolution of the complaint; and*
- *The complainant's right to appeal to the district governing board and to file a complaint with Department of Fair Employment and Housing or the U.S Equal Employment Opportunity Commission.*

### ***Discipline and Corrective Action***

*If harassment, discrimination and/or retaliation occurred in violation of federal or state law, the policy or procedure, the District shall take disciplinary action against the accused and any other remedial action it determines to be appropriate. The action will be prompt, effective, and commensurate with the severity of the offense. Remedies might include, but are not limited to:*

- *providing an escort to ensure that the complainant can move safely between classes and activities;*
- *ensuring that the complainant and alleged perpetrator do not attend the same classes or work in the same work area;*
- *preventing offending third parties from entering campus;*
- *providing counseling services;*
- *providing medical services;*
- *providing academic support services, such as tutoring;*
- *arranging for a student-complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record; and*
- *reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the harassment and the conduct that lead to the discipline.*
- *conducting, climate surveys, including subsequent evaluation and corrective action, as appropriate*
- *circulating memoranda to students and staff about pertinent District policy; and*
- *other remedies deemed necessary by the District.*

*If discipline is imposed, the nature of the discipline will not be communicated to the complainant. However, the District may disclose information about the sanction imposed on an individual who was found to have engaged in harassment when the sanction directly relates to the complainant's contact with the individual; for example, the District may inform the complainant that the harasser must stay away from the complainant.*



*Disciplinary actions against faculty, staff, and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.*

*The District shall also take reasonable steps to protect the complainant from further harassment, and/or discrimination, and to protect the complainant and witnesses from retaliation as a result of communicating the complaint and/or assisting in the investigation. The District will ensure that complainants and witnesses know how to report any subsequent problems, and should follow-up with complainants to determine whether any retaliation or new incidents of harassment have occurred. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to investigate and respond effectively to the complaint.*

*If the complainant refuses to participate in the investigation, the District should continue to pursue appropriate steps to limit the effects of the alleged harassment and prevent its recurrence.*

### **Appeals**

*If the District imposes discipline against a student or employee as a result of the findings in its investigation, the student or employee may appeal the decision using the procedure for appealing a disciplinary decision.*

*If the complainant is not satisfied with the results of the administrative determination, he or she may, within fifteen calendar days of the date of the administrative determination, submit a written appeal to the Board of Trustees. The Board shall review the original complaint, the investigative report, the administrative decision, and the appeal. The Board shall issue a final District decision in the matter within 45 days after receiving the appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant. If the appeal is made to the Board in connection with a formal complaint, the District shall forward a copy of the Board's final decision to the State Chancellor's Office. If the Board does not act within 45 days the administrative determination shall be deemed approved and shall become the final decision of the District in the matter.*

*In any case not involving workplace discrimination, harassment, or retaliation, a complainant who filed a formal complaint shall have the right to file a written appeal with the State Chancellor's Office within thirty days after the Board issued the final District decision or permitted the administrative decision to become final. Such appeals shall be processed pursuant to the provision of Title 5 Section 59350.*

*In any case involving employment discrimination, including workplace harassment, the complainant may, at any time before or after the issuance of the final decision of the District, file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC), Royal Federal Building, 255 East Temple Street, 4th Floor Los Angeles, CA 90012 or the California Department of Fair Employment and Housing (DFEH), 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758.*

*In any case involving student discrimination, including harassment, the complainant may, at any time before or after the issuance of the final decision of the District, file a complaint with the ) U.S. Department of Education, Office for Civil Rights (OCR), 50 United Nations Plaza, Room 1490, Mail Box 1200, San Francisco, CA 94102 (415) 486-5555.*

### ***Extension of Time***

*Within 150 days of receiving a formal complaint not involving employment harassment or discrimination, the District shall forward to the State Chancellor's Office the original complaint, the investigative report, a copy of the written notice to the complainant setting forth the results of the investigation, a copy of the final administrative decision rendered by the Board or indicating the date upon which the decision became final, and a copy of the notification to the complainant of his/her appeal rights. If, due to circumstances beyond its control, the District is unable to comply with the 150-day deadline for submission of materials, it may file a written request for an extension of time no later than ten days prior to the expiration of the deadline.*

### ***Dissemination of Policy and Procedures***

*District Policy and Procedures related to harassment will include information that specifically addresses sexual violence. District policy and procedures will be provided to all students, faculty members, members of the administrative staff and members of the support staff, and will be visibly posted on campus and easily found on the District's website.*

*When hired, employees are required to sign that they have received the policy and procedures, and the signed acknowledgment of receipt is placed in each employee's personnel file. In addition, these policies and procedures are incorporated into the District's course catalogs and orientation materials for new students.*

### ***Training:***

*All new supervisory employees must be provided with anti-discrimination training and education within six months of their assumption of a supervisory position. The District shall provide anti-discrimination training, including sexual harassment training and education, to each supervisory employee once every two years.*

*The training and education required by this procedure shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of discrimination, including sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.*

**File Retention:** *The District will retain on file for a period of at least three years after closing the case copies of:*

- *The original complaint;*
- *The investigatory report;*
- *The summary of the report if one is prepared;*
- *The notice provided to the complainant, of the District's administrative determination and his/her right to appeal;*
- *Any appeal;*
- *The District's final decision; and*
- *Documentation of any corrective actions taken.*

*The District will make such documents available to the State Chancellor upon request.*

*For further Information contact:*

*Vice Chancellor, Human Resources, 2323 N Broadway, Santa Ana, CA 92706. (714) 480 7489.*

**Responsible Manager:** *Vice-Chancellor of Human Resources*

**Revised:** *September 19, 2016 (Previously AR 3410)*

**Revised:** *September 2017*

## **Notification to District Employees**

The commitment of the governing board and the Chancellor to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity Policy Statement and this plan. The policy statement will be printed in the college catalogs and class schedules. This plan and any subsequent revisions will be distributed to the Board of Trustees, administrators, the academic senate leadership, union representatives and members of the District Human Resources Committee. This plan will be available on the District's website, and when appropriate, may be distributed by e-mail. The Human Resources Department will provide all new employees with a copy of a written notice describing the District's commitment to Equal Employment Opportunity when they commence employment with the District.

## **Training for Screening/Selection Committees**

Any organization or individual, whether or not an employee of the District, who is involved in the recruitment and screening/selection of personnel must receive appropriate training on the requirements of the title 5 regulations on equal employment opportunity (section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the District's Equal Employment Opportunity Plan; the District's policies on nondiscrimination, recruitment, and hiring; principles of diversity and cultural proficiency; the value of a diverse workforce; and recognizing bias. Persons serving in the above capacities will be required to receive training within the 12 months prior to service. This training is a requirement in order to serve on

screening/selection committees. The Assistant Vice Chancellor is responsible for organizing appropriate training. This comprehensive training should include current anti-discrimination legislation, disregard/understanding personal bias, Title V compliance and best practices. Any individual, whether or not an employee of the District, acting on behalf of the District with regard to recruitment and screening of employees, is subject to the equal employment opportunity requirements of Title 5 and the District's Equal Employment Opportunity Plan.

### **Annual Written Notice to Community Organizations**

The equal employment opportunity officer will provide annual notice to appropriate community-based and professional organizations concerning the District's commitment to Equal Employment Opportunity and will include information on where complete copies of this plan can be located.

### **Analysis of District Workforce and Applicant Pool**

Each year the Human Resources Office will survey all employees with respect to gender, ethnic group identification, and disability. The survey shall identify men, women, American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African-Americans, Hispanics/Latinos, Caucasians, and persons with disabilities in the following job categories:

- 1) Executive/Administrative/Managerial;
- 2) Faculty and other Instructional Staff;
- 3) Professional Non-faculty;
- 4) Secretarial/ Clerical;
- 5) Technical and Paraprofessional;
- 6) Skilled Crafts;
- 7) Service and Maintenance.

Similarly, the gender, ethnic group identification, and disability of those who have applied for employment in each of the job categories listed above will be tabulated.

No less than annually, the Human Resources Committee shall review these data and evaluate the effectiveness of the District's recruitment and selection processes as a means of ensuring equal employment opportunity and improving the diversity of the workforce.

### **Other Measures Necessary to Further Equal Employment Opportunity**

The District recognizes that multiple approaches are appropriate to fulfill its mission of ensuring equal employment opportunity and the creation of a diverse workforce. Equal employment opportunity means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation,

acceptance, democracy, and free expression of ideas and is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination. To that end, the District will do the following:

- 1) Regularly train all members of screening committees in order to ensure compliance with District policies, procedures and the requirements of this plan.
- 2) Highlight the District's equal employment opportunity and diversity policies in job announcements and in its recruitment, marketing, and other publications. Include in job announcements language indicating that candidates are required to demonstrate sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability, gender and ethnic characteristics of community college students.
- 3) Support the efforts of the college curriculum committees to include diversity and multiculturalism in their instructional offerings.
- 4) Ensure college/district publications and other marketing tools reflect diversity in pictures, graphics, and text to project an inclusive image.
- 5) Conduct EEO/diversity workshops during flex week or on staff development days.
- 6) Maintain the district's diversity, equal employment opportunity, ADA, sexual harassment and nondiscrimination policies, procedures and programs on the district's website.
- 7) Promote cultural awareness and celebrations on campus.
- 8) Recognize multilingualism and knowledge of multiculturalism as a desired, and when appropriate, required skill and qualification for District employees.
- 9) Ensure that top administrative staff support diversity objectives and that the diversity and/or equal employment opportunity officer position is maintained as a cabinet or other high-level administrative position.
- 10) Collaborate with student, professional, community and other organizations that represent the diverse community we serve. These organizations can serve as resources for referring potential candidates.

### **Graduate Assumption Program of Loans for Education**

The District will encourage community college students to become qualified for, and seek employment as, community college employees. The District shall research and inform students about programs that may assist them to complete their graduate studies and become community college employees. The District will post informational flyers on the campuses concerning such programs, and make information available in student newspapers, the course catalog, and in locations accessible to students, including but not limited to, Counseling, Financial Aid,

Admissions and Records, the Bookstore, and the Student Center. Efforts will be made to inform graduate students in local colleges and universities about the benefits of employment at a community college.

## **HUMAN RESOURCES & STAFFING PLAN**

### **Introduction**

As a public educational agency, the Rancho Santiago Community College District is required to comply with a myriad of statutes, regulations and accreditation standards with regard to its human resources. These regulatory requirements and standards provide the framework for the District's human resources planning.

This human resources plan is designed to assist the District and its operational units to plan for and effectively utilize its human resources.

### **Relationship to District and College Planning**

The RSCCD Human Resources Committee is one of five participatory governance committees that play an integral role in the district's institutional planning process. The Human Resources Committee is the participatory governance body that is responsible for the initial development, review and evaluation of this Human Resources & Staffing Plan. In addition to its role in institutional planning, the Human Resources Committee is also responsible for the initial review of existing, modified, or new personnel policies and administrative regulations.

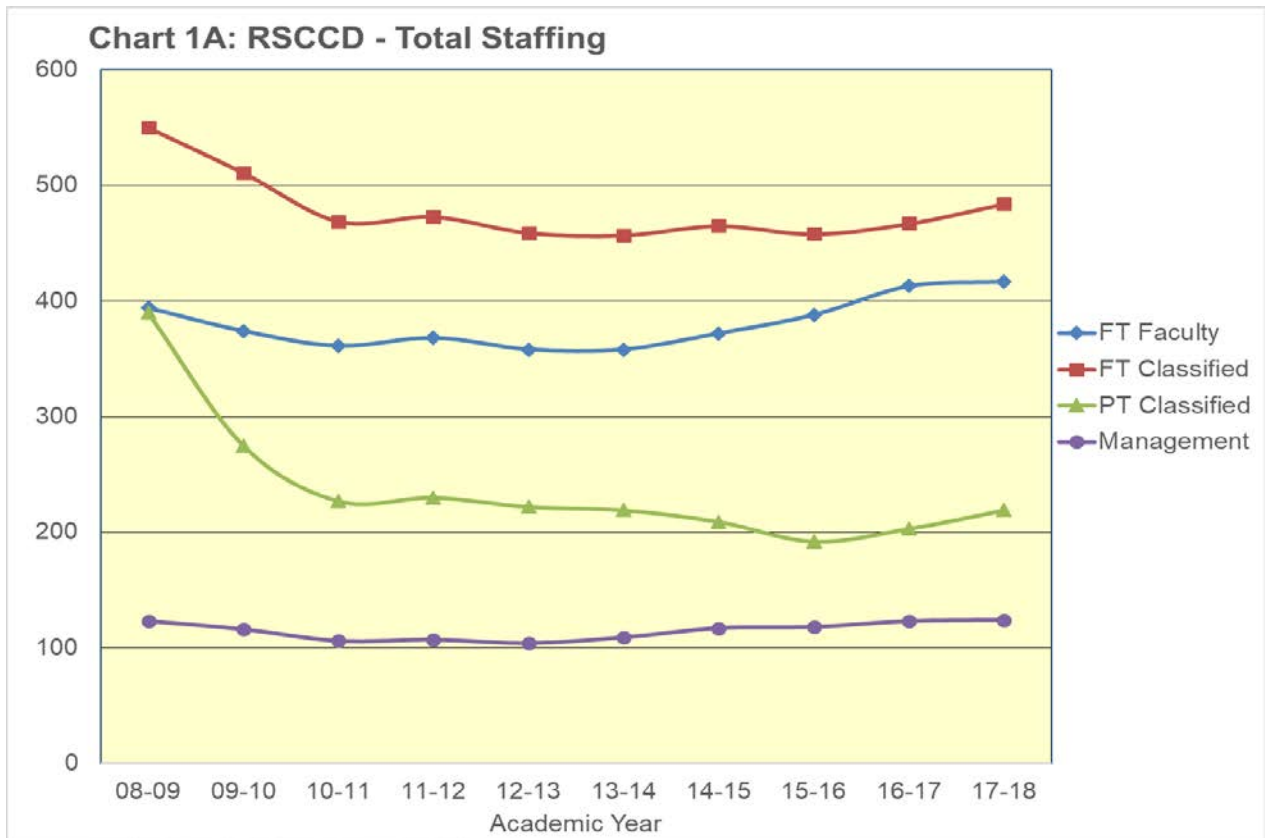
The District's resource allocation model provides the three operational units, Santa Ana College, Santiago Canyon College and District Services with the authority to determine its appropriate staffing levels, assignments and organizational structures. Although the Board of Trustees is the ultimate authority with regard to all human resource matters, significant authority is delegated to the operational units through the Chancellor. Consequently, each of these operational units also utilizes planning processes for its particular human resources and staffing needs.

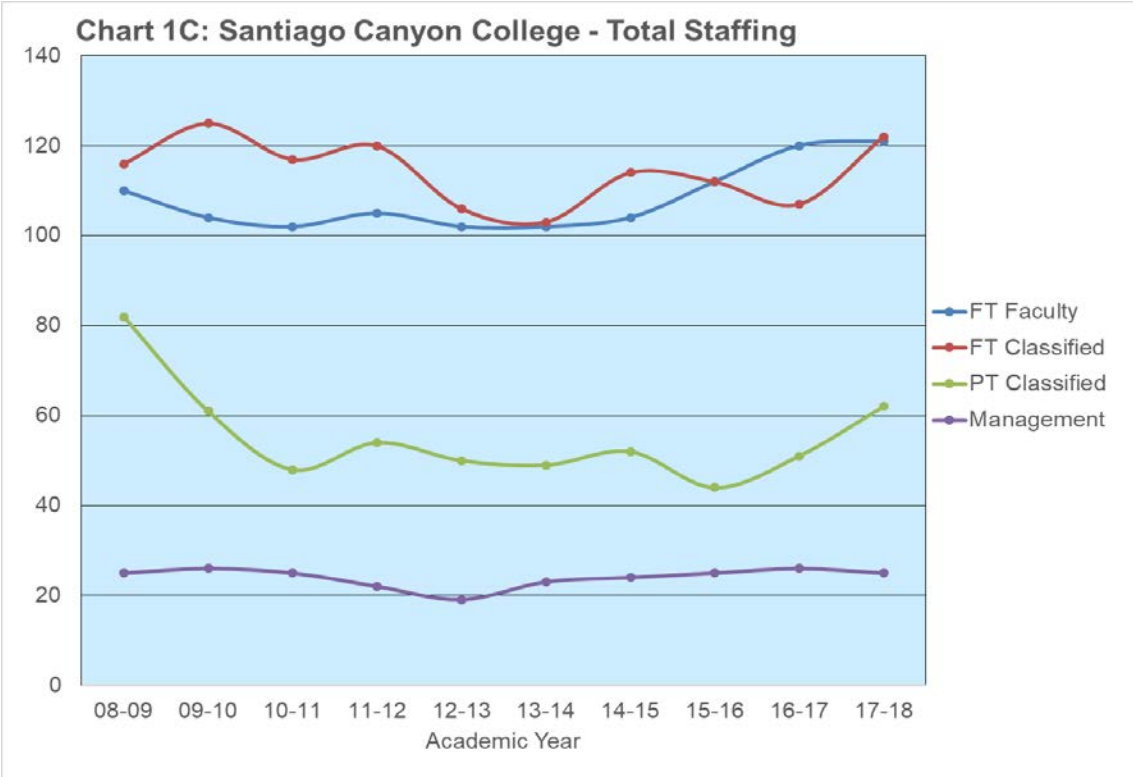
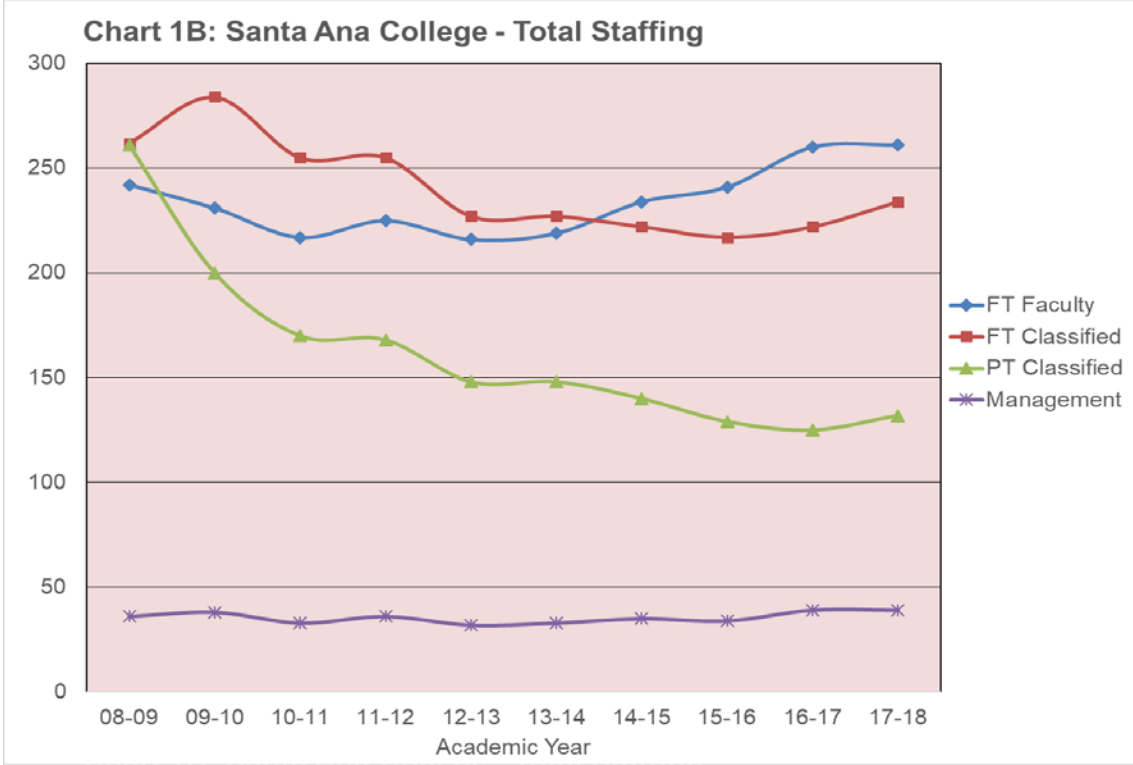
Human resources administration is a centralized responsibility of District Services and operational aspects such as recruitment, classification, labor relations, compensation, and employee benefits are managed centrally based upon the provisions of the applicable collective bargaining agreements and board policy.

### **Staffing Levels**

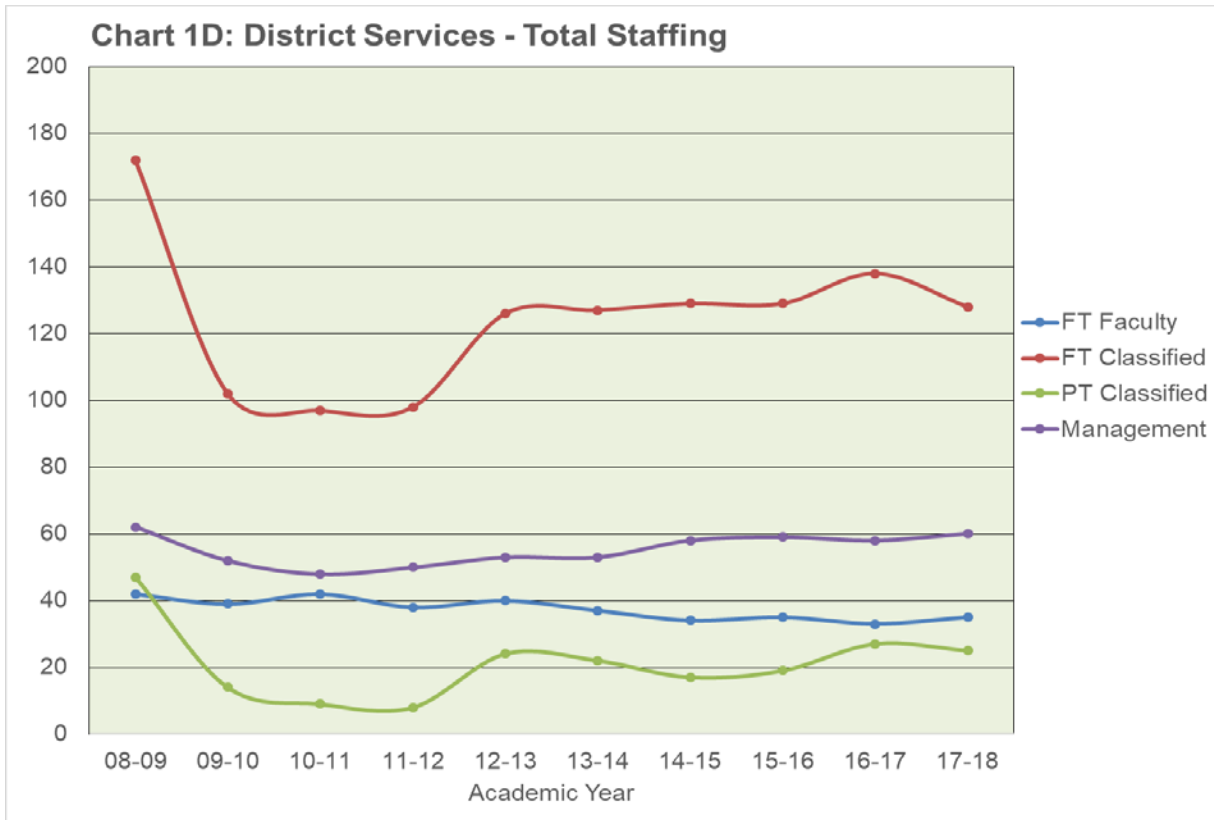
The following charts depict the changes in staffing by employee category district-wide and at the operational units. These data are presented from the 2008/09 fiscal year to the present. The Great

Recession and subsequent state budget crisis had a significant effect on staffing in the District. Through attrition, a hiring freeze and ultimately a reduction in force, the district intentionally reduced staffing at all locations as a cost-reduction strategy. As the economy has recovered and state funding for community colleges improves, staffing levels are increasing but are still below pre-recession levels.

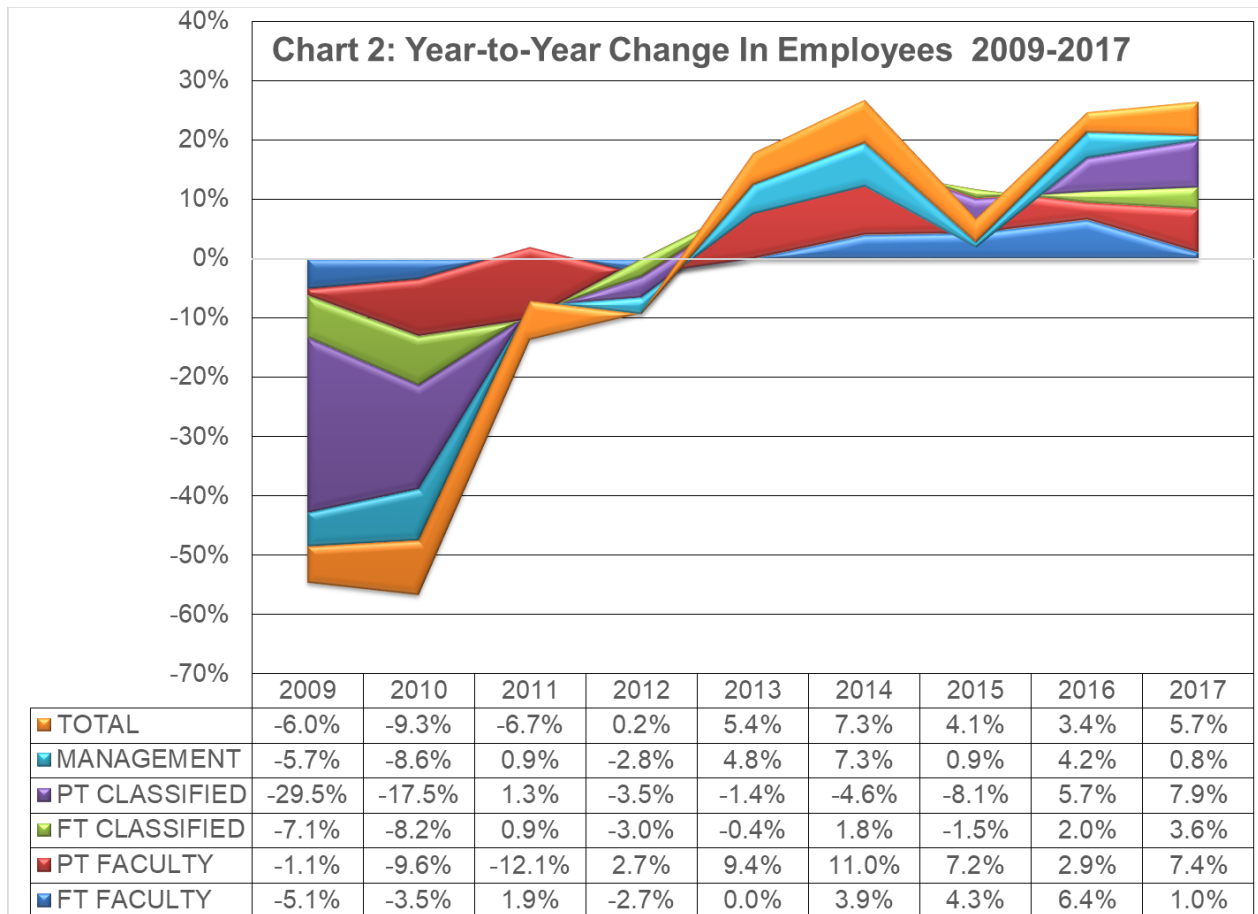








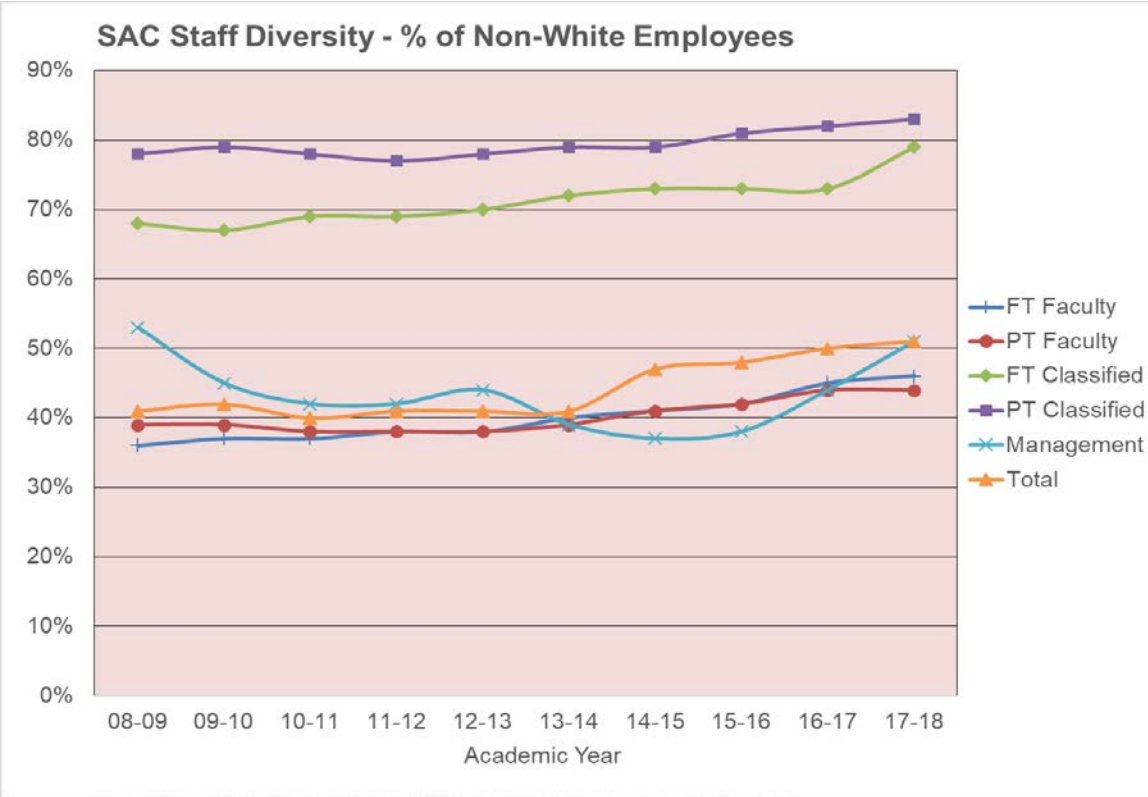
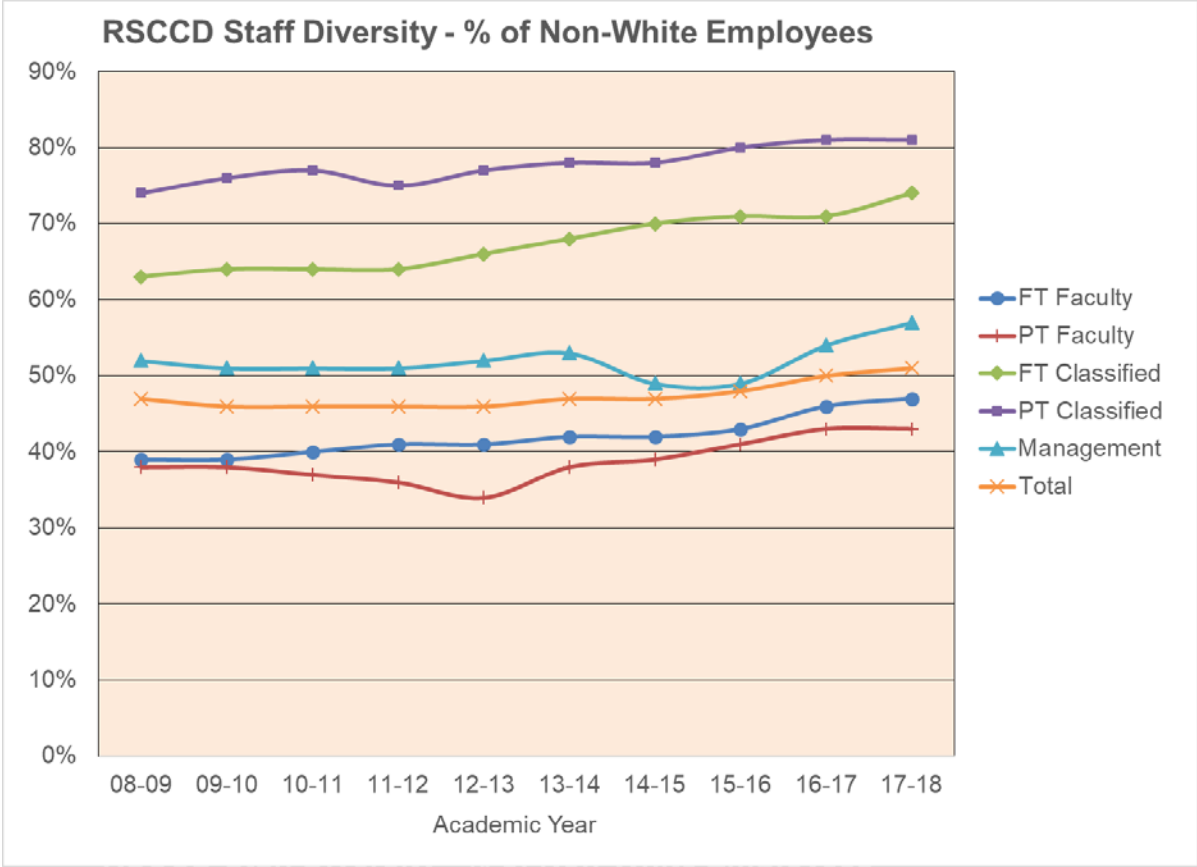
The following chart shows the District-wide change in the number of employees from 2008 to 2017. The chart shows that part-time employees (both classified and faculty) were the groups most significantly impacted by the recession and state budget crisis. This reflected the District's strategy to protect full-time positions when possible.

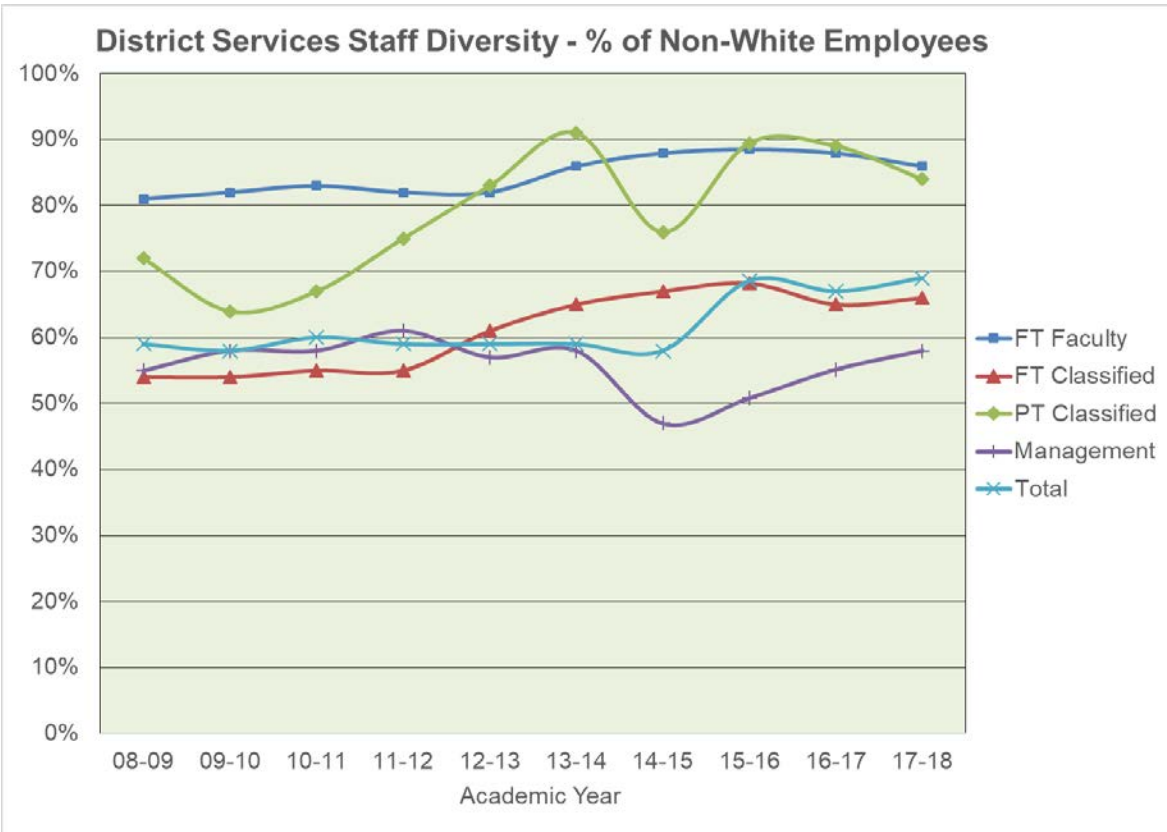
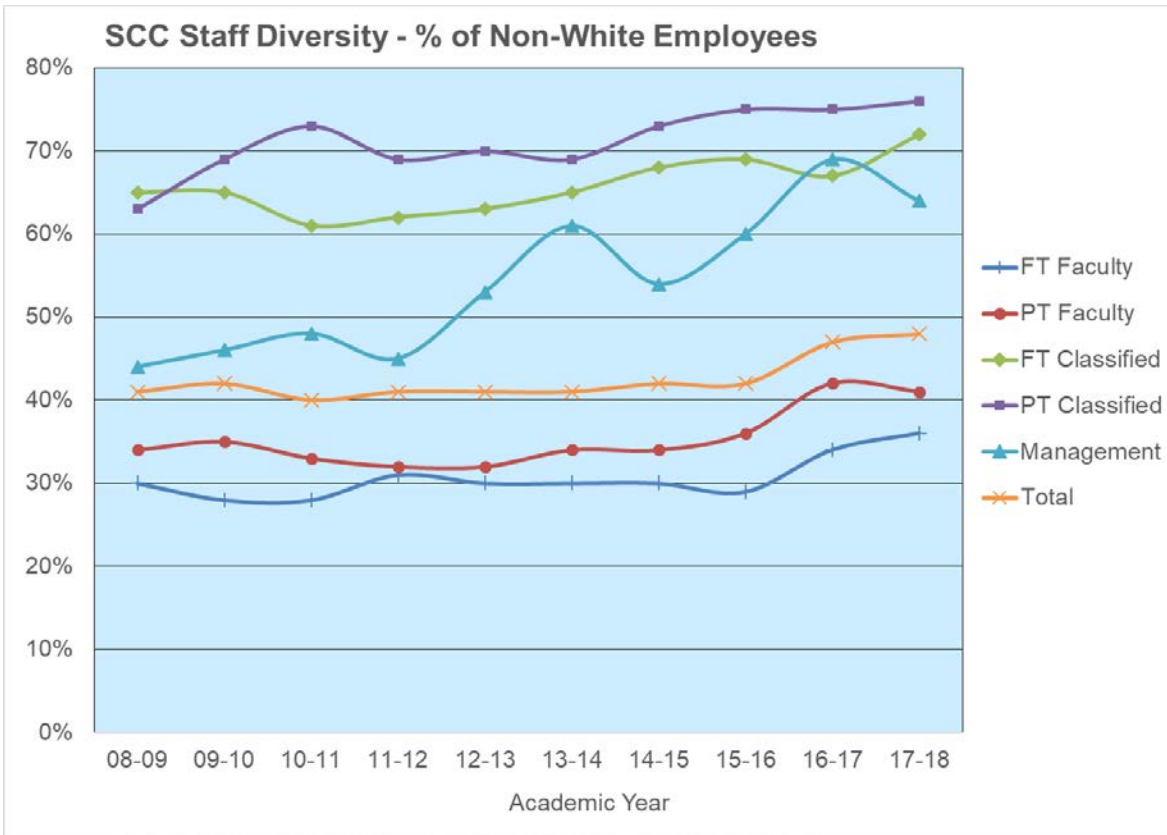


All changes measured as of September 1<sup>st</sup> of each year.

### Staff Diversity

The communities comprising the RSCCD are very diverse and the student bodies of both colleges reflect that diversity. The district's recruitment and selection procedures are designed to attract a diverse pool of applicants for all job openings. On an annual basis, an analysis of the ethnic diversity of the district's workforce is conducted and reviewed by the Human Resources Committee. The percentage of ethnically diverse (non-white) employees, by category and in total, (as measured on September 1<sup>st</sup> of each year) are presented on the following charts.





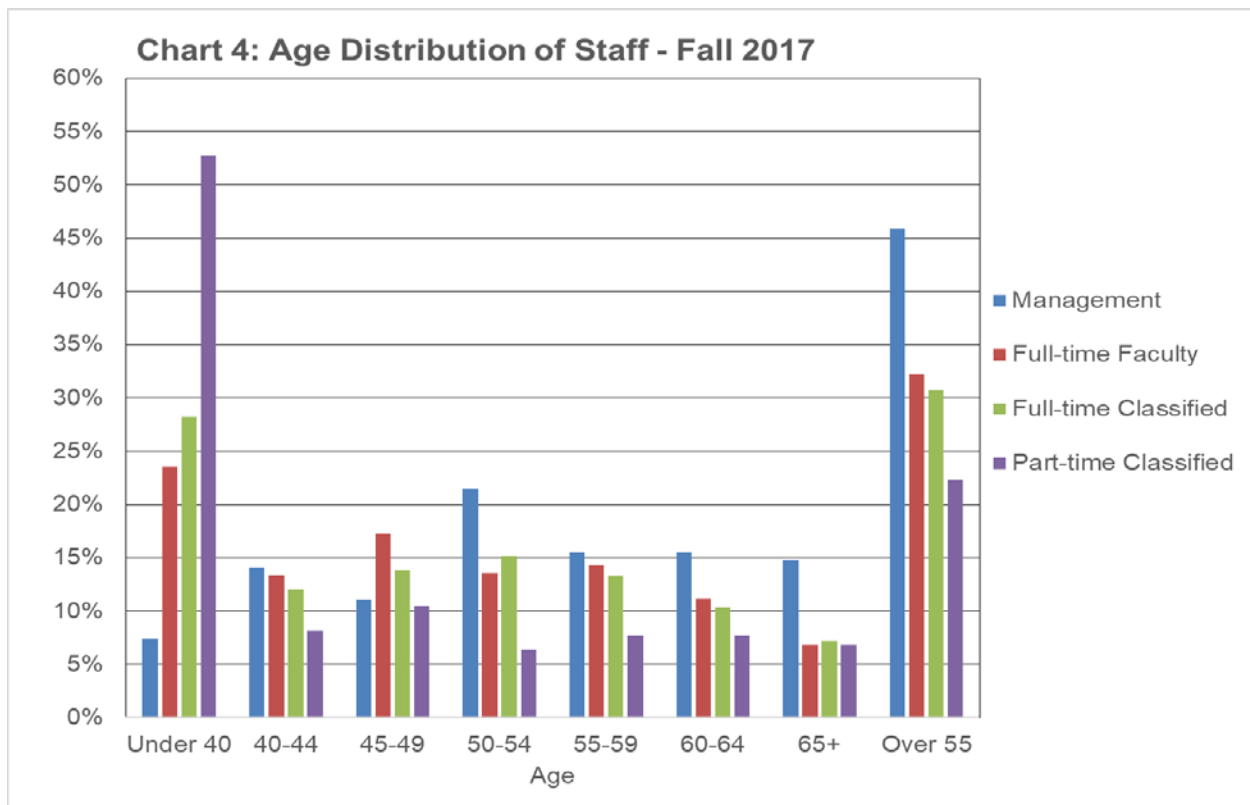
Despite the staff reductions during the 2008 – 2010 years (when a hiring freeze and a reduction in force were imposed) overall staff diversity has remained fairly constant. Due to their smaller size, the management and part-time classified employee cohorts have experienced more year-to-year fluctuations than the larger cohorts.

**Age Distribution and Turnover**

The age distribution percentages for each employee group reveal a significantly younger cohort of classified employees than all other groups. Part-time classified employees represent the youngest age group, followed by the full-time classified employees. The management and full-time faculty cohorts have a significantly higher percentage of employees over age 60 as compared to the classified employee cohorts.

In terms of retirement eligibility, the minimum retirement age for most faculty and managers is age 55. Although the minimum age for classified employees is, age 50, retirement prior to age 55 is rare. Using age 55 as a measurement point, significant portions of all full-time employees are currently eligible for retirement:

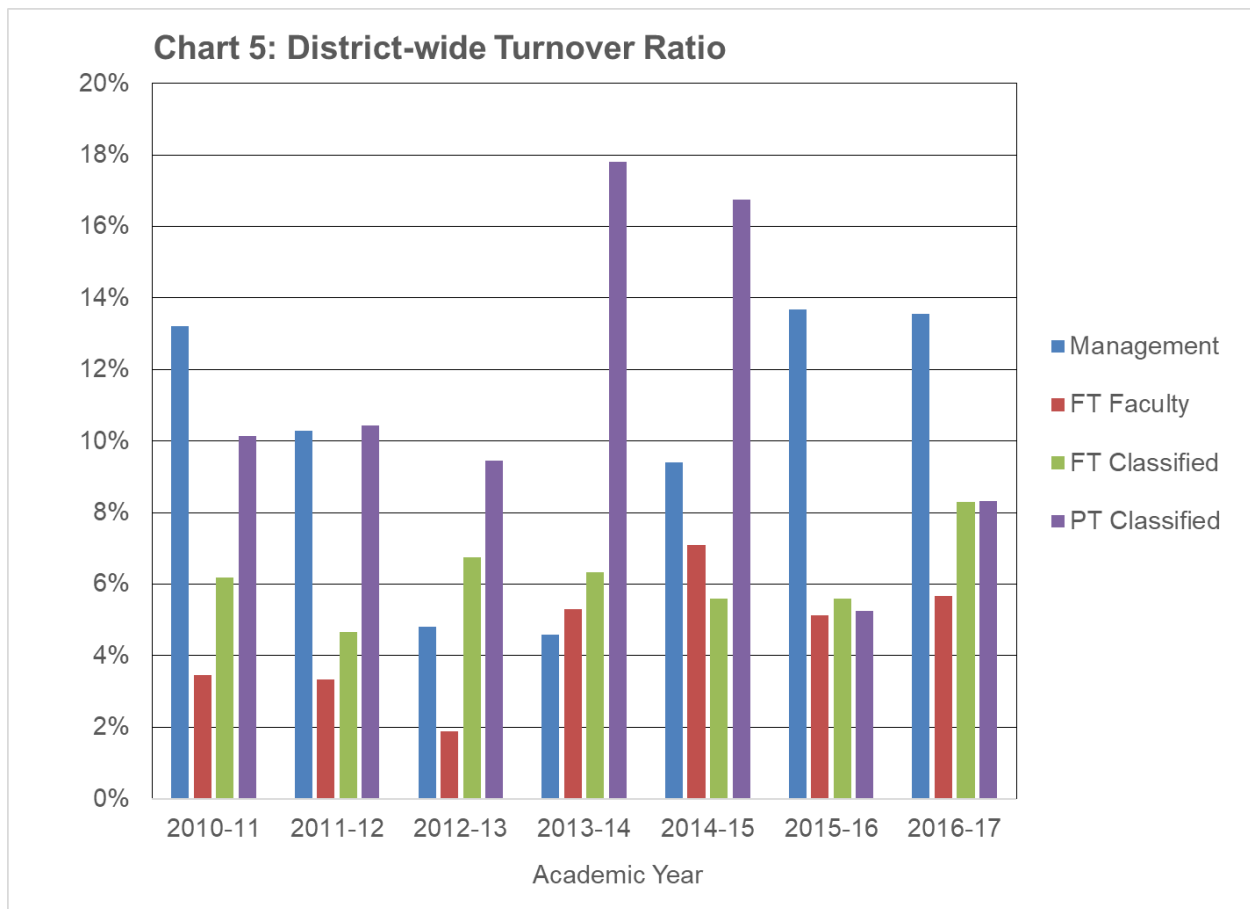
- Management: 46%
- Full-time faculty: 33%
- Full-time classified: 31%



## Management and Classified Turnover

Turnover data for classified and management employees are only presented for the last seven years due to the reduction in force that occurred in 2009. At that time, over 170 CSEA bargaining unit and management positions were eliminated due to funding reductions imposed by the state.

Since 2010, the turnover rate for managers has fluctuated from year-to-year while the full-time classified turnover rate has remained the most consistent. Part-time classified turnover significantly increased in 2013-14 and this employee group has the highest turnover ratio on a consistent basis, which is typical of part-time employment in most industries. Management turnover, due to the smaller size of that group, is more subject to annual fluctuations.

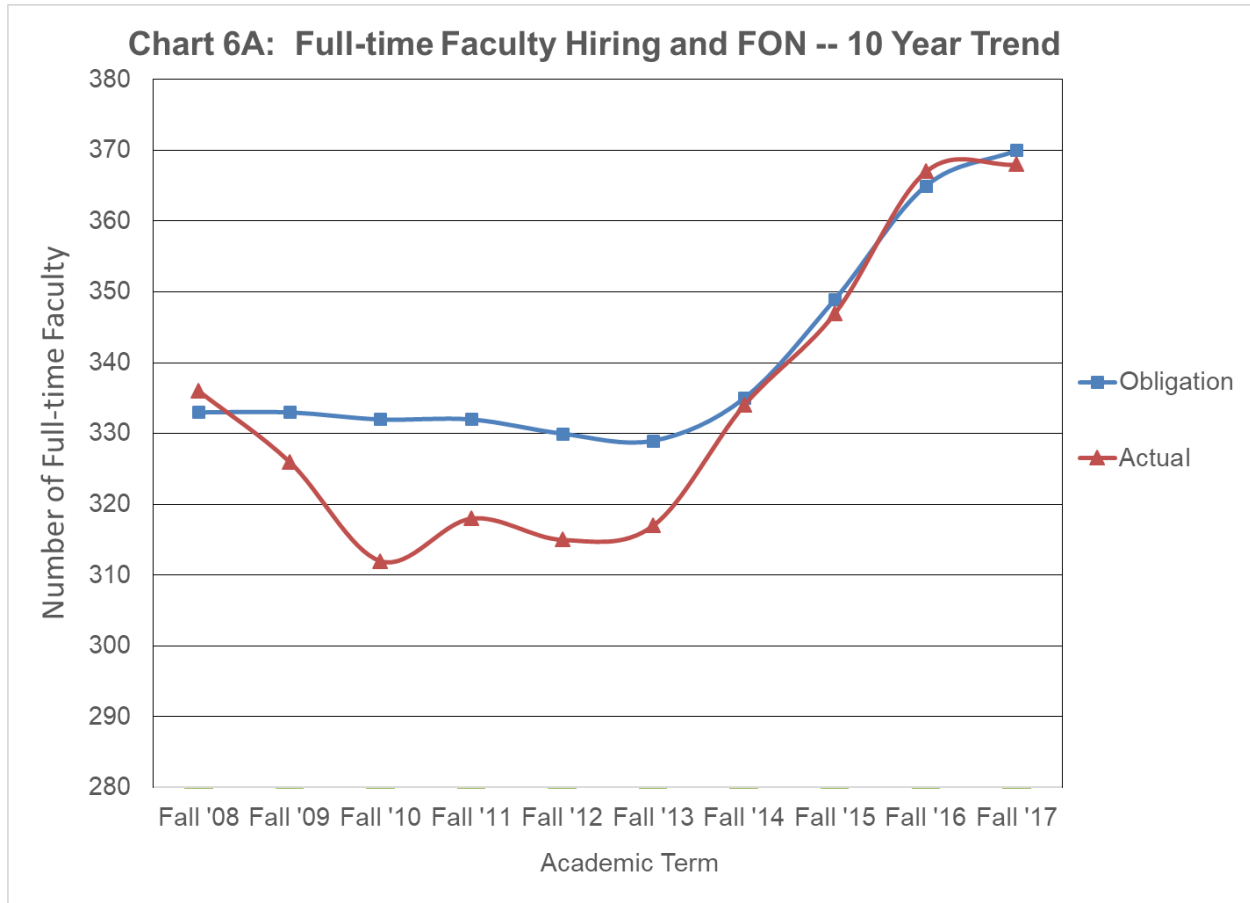


## Full-time Faculty Turnover

Although the turnover ratio for full-time faculty is the lowest for all employee groups, the terminations of full-time faculty must be continually monitored. California community college districts are required to maintain a specific number of full-time faculty (known as the Faculty

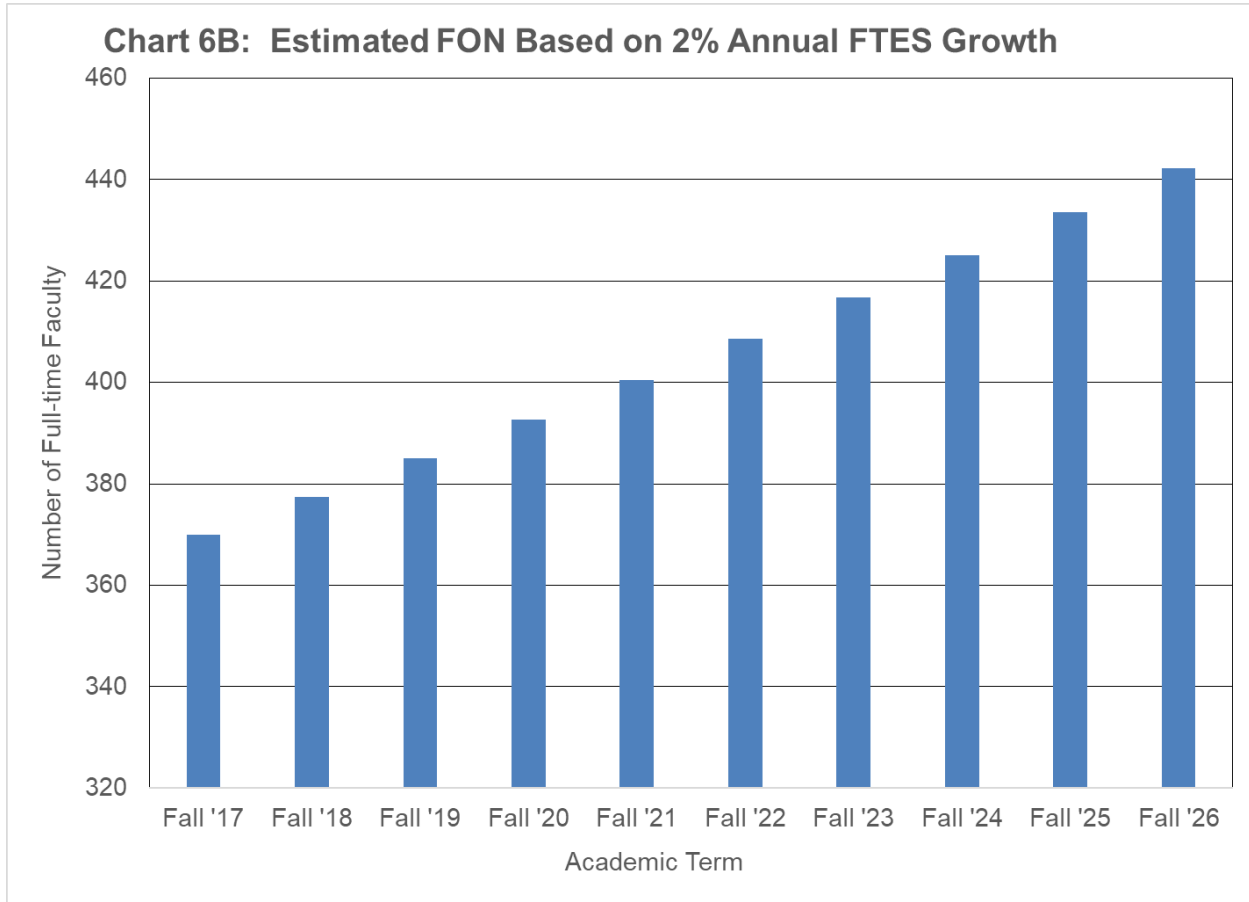
Obligation Number--FON) as well as monitor the ratio of credit instruction provided each year by full-time and part-time faculty (FT/PT ratio).

Each fall the district determines its compliance with the FON and reports that information to the state Chancellor’s Office. Economic penalties are imposed on districts that fail to maintain the FON, unless the state Board of Governors waives that requirement due to insufficient funding in the state budget. The economic penalty for failing to maintain the FON in 2017 is \$74,029 per full-time position. As a result of the recession and the prolonged state budget crisis, compliance with the FON was suspended for five years (2009 – 2013). In those years, districts could avoid a financial penalty by maintaining or improving its ratio of credit instruction provided by full-time faculty. RSCCD curtailed full-time faculty hiring during those years as a budget reduction strategy and was able to increase its full-time teaching ratio due to state-imposed reductions in course offerings, which largely impacted part-time faculty employment. The district’s compliance with the FON during the past ten years is shown below.



The requirement to comply with the FON was restored for the 2014-15 academic year. The district was required to hire thirteen additional faculty prior to this academic year, plus replace any vacancies that occurred in the interim. The 2013-14 budget also contained 2% enrollment growth, which was the first funding for enrollment growth in 5 years. Funded growth affects the FON by

requiring the district to increase the number of full-time faculty by the same percentage of funded enrollment growth. Assuming a consistent 2% allocation for enrollment growth in each of the next ten years, the district’s FON will increase from 370 in 2017 to 442 by the Fall of 2026, as shown in the following chart.



**Full-time/Part-Time Faculty Ratio**

The chart below shows the ratio of credit instruction taught by full-time and part-time faculty at each college and district-wide for the previous ten years. Although the Education Code established a goal in 1989 that 75% of credit instruction should be taught by full-time faculty, the legislature has not provided any funding to increase that ratio since the early 1990s. Consequently, the district’s full-time/part-time ratio has remained fairly consistent over the years.

However, one significant change over the previous ten-year period has been the full-time/part-time ratio at each college. After the district converted from a single college to a multi-college structure in 1997, a significant disparity in the full-time/part-time ratios between the two colleges was identified. Full-time faculty hiring was increased at Santiago Canyon College in those years and the ratios at the colleges have been fairly equalized. In 2013-14, the growth rate at Santiago



Canyon was significant higher than at SAC, which resulted in a decrease in the FT/PT ratio for the current year.

<b>Full-time/Part-time Credit Faculty Ratios: 2008 - 2017</b>								
<b>SAC</b>			<b>SCC</b>			<b>Combined RSCCD</b>		
	<b>FT</b>	<b>PT</b>		<b>FT</b>	<b>PT</b>		<b>FT</b>	<b>PT</b>
<b>2008</b>	58.75%	41.25%	<b>2008</b>	54.24%	45.76%	<b>2008</b>	57.63%	42.37%
<b>2009</b>	62.17%	37.83%	<b>2009</b>	65.84%	34.16%	<b>2009</b>	63.30%	36.70%
<b>2010</b>	64.10%	35.90%	<b>2010</b>	61.60%	38.40%	<b>2010</b>	63.30%	36.70%
<b>2011</b>	66.73%	33.27%	<b>2011</b>	62.44%	37.56%	<b>2011</b>	65.32%	34.68%
<b>2012</b>	65.54%	34.46%	<b>2012</b>	65.36%	34.64%	<b>2012</b>	65.48%	34.52%
<b>2013</b>	62.95%	37.05%	<b>2013</b>	63.32%	36.68%	<b>2013</b>	63.07%	36.93%
<b>2014</b>	62.25%	37.75%	<b>2014</b>	56.77%	43.23%	<b>2014</b>	60.52%	39.48%
<b>2015</b>	59.44%	40.56%	<b>2015</b>	58.75%	41.25%	<b>2015</b>	59.21%	40.79%
<b>2016</b>	60.18%	39.82%	<b>2016</b>	60.93%	39.07%	<b>2016</b>	60.41%	39.59%
<b>2017</b>	60.92%	39.08%	<b>2017</b>	61.05%	38.95%	<b>2017</b>	60.96%	39.04%

**Full-time Faculty Vacancies and Recruitment**

Most full-time faculty resignations and retirements tend to occur at the end of the spring semester each year. Each fall, the process to fill faculty vacancies begins. In September, the state Chancellor’s Office notified the District of its projected FON obligation for the subsequent year. The Human Resources Department identifies the number of existing full-time faculty vacancies at each college as well as the number of new faculty positions that must be added in order to maintain the FON. The district’s resource allocation model assumes that each college will maintain its FON and will be responsible for its pro-rata share of the new faculty positions.

Each college has a process, in consultation with its academic senate, to identify hiring priorities by academic discipline. Each college president recommends a list of faculty vacancies to the Chancellor and once approved, recruitment activities begin in the spring. The process concludes prior to the end of the spring semester and the newly hired faculty typically begin work in the subsequent fall semester.

## **Classified and Management Vacancies and Recruitment**

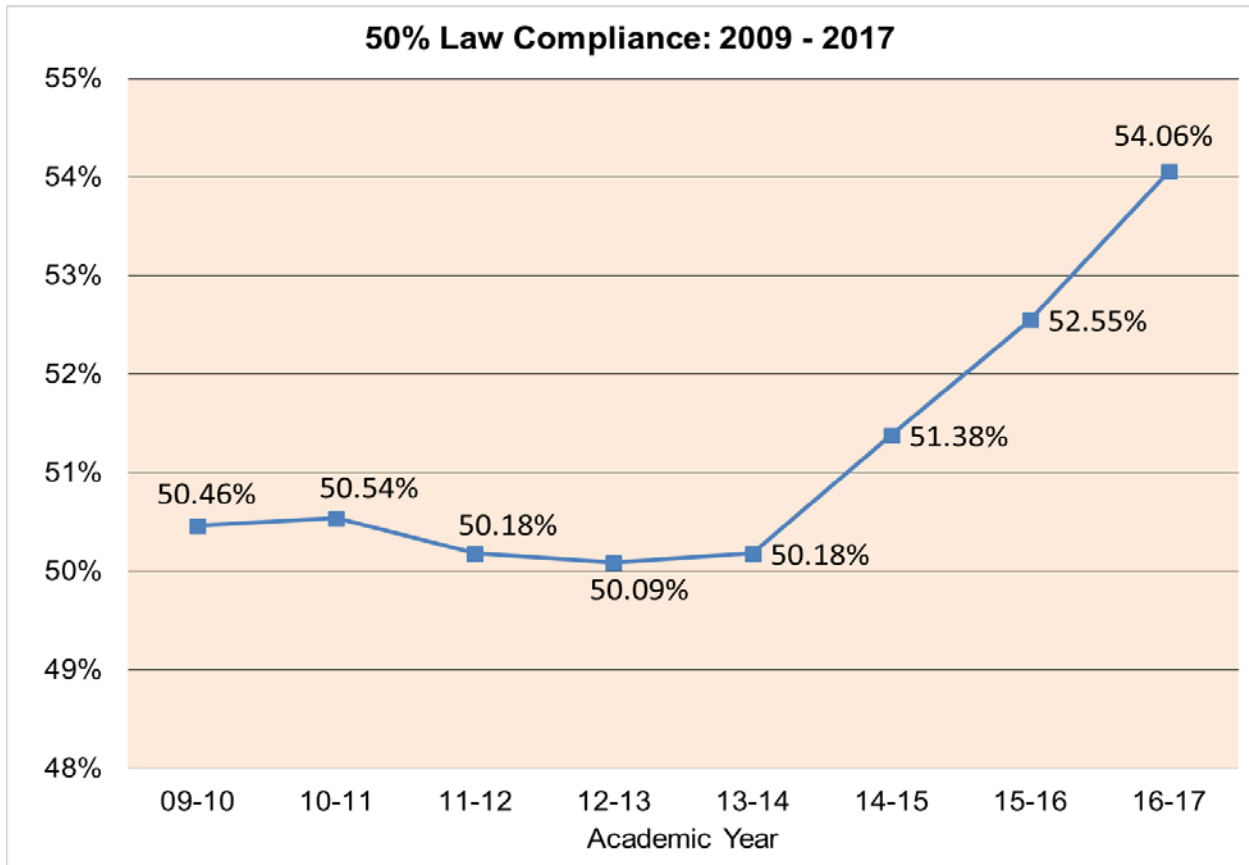
Unlike faculty terminations, which typically coincide with the end of the academic year, management and classified vacancies occur throughout the year and are filled at a time determined by the college president or appropriate vice chancellor. When vacancies occur, the existing position and job description should be reviewed to ensure that it is still accurate for the needs of the department. Modifications to job descriptions, which don't involve changes in pay grade, are presented to the Board of Trustees prior to the initiation of recruitment activities. Modifications which affect pay grade are handled through a reorganization process. For positions at a college, the reorganizations are reviewed by the college participatory governance council and recommended to the college president. Positions assigned to the district office are reviewed by the District Council and recommended to the Chancellor. After this review process is completed, the Human Resources Department reviews any modifications affecting bargaining unit positions with CSEA. Following that review, modifications to job specifications or pay grades are presented to the Board of Trustees for approval prior to the initiation of recruitment activities. Recruitment activities for classified and management positions may be initiated at any time during the year or may be postponed due to budgetary or other programmatic considerations. In situations where recruitment is delayed, or where the vacancy disrupts normal operations, existing staff may be placed in interim assignments or temporary employees may be used to staff vacant positions. The use of temporary workers or existing staff in interim assignments is subject to applicable restrictions in the Education Code, Title 5 regulations, or applicable collective bargaining agreements.

## **50% Law Compliance**

Education Code Section 84362 requires community college districts to expend 50% of the district's Current Expense of Education (CEE) on the salaries and fringe benefits of classroom instructors. The "Current Expense of Education" (CEE) includes the General Fund operating expenditures excluding expenditures for food services, community services, capital (except equipment replacement), auxiliary services and other costs specifically excluded by law.

The "Salaries for Classroom Instructors" includes the salaries and fringe benefits for classroom instructors and instructional aides (full-time and part-time). In the most recent fiscal year (2016-17), the District's compliance calculation was 54.06%, which was a slight increase over the prior year. Recognizing that most classified and management positions, as well as some faculty positions (counselors, librarians and faculty released from teaching assignments), don't meet the definition of classroom instructors, the ability of the colleges and district services to increase staffing levels in non-teaching areas will be constrained.

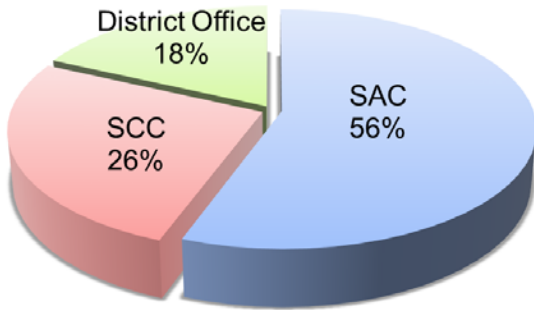
The 50% law calculation for the previous eight years is presented below:



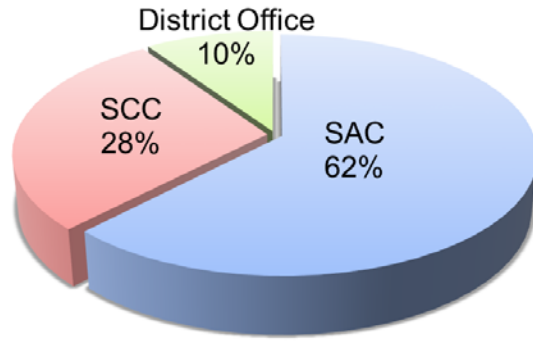
### **Staffing Allocations**

The allocation of faculty and staff is controlled by each of the three major operational units (Santa Ana College, Santiago Canyon College and District Operations). As described above, each unit has a process for modifying or increasing its staffing. A number of functions (District Safety, Information Technology, Auxiliary Services) are managed at the District Operations level, but a significant number of staff assigned to those areas are actually housed on the college campuses and continuing education sites. This difference in management responsibility and staffing location is shown in the following two charts.

**Chart 7A: Staff Allocation by Management Area**

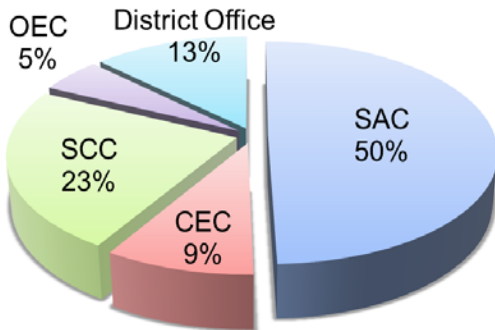


**Chart 7B: Staff Allocation by Location**

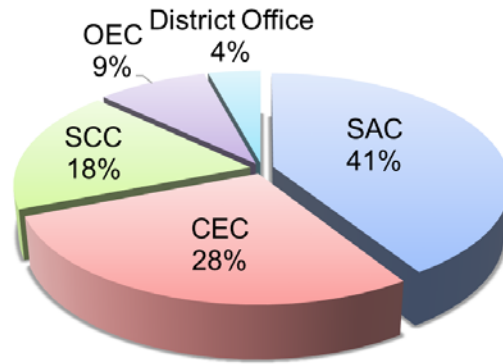


The following charts show the percentage of full-time and part-time classified staff assigned to each location as well as the continuing education centers operated by each college.

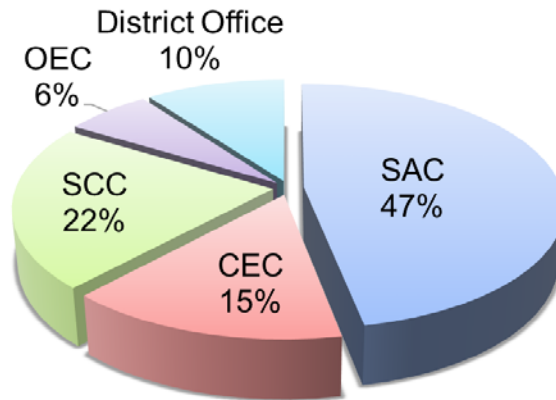
**Chart 7C: Allocation of Full-time Classified Staff**



**Chart 7D: Allocation of Part-time Classified Staff**

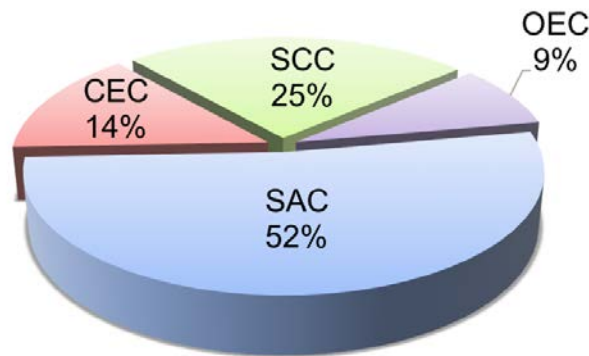


**Chart 7E: Allocation of All Classified Staff**

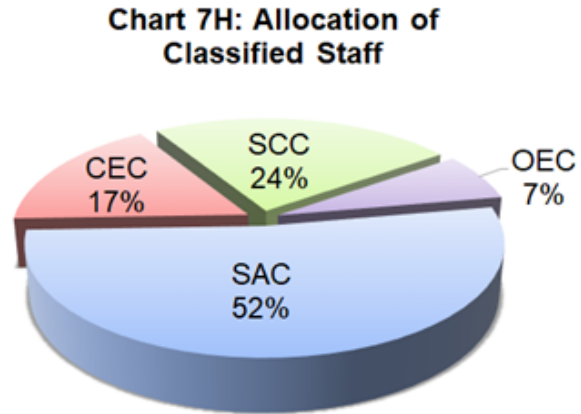
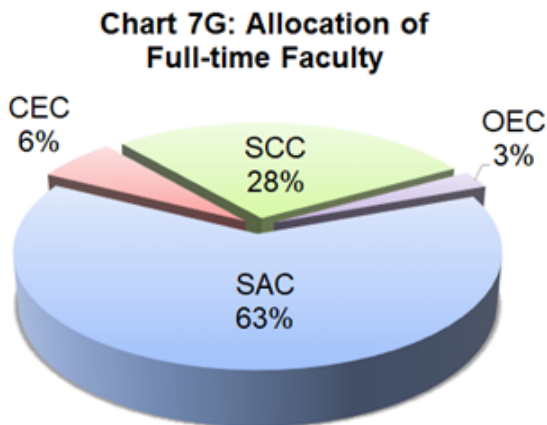


Although there is no definitive benchmark regarding the allocation of non-teaching support staff, all staffing allocations should be viewed in the context of FTES generation, which is the standard work-load unit for any community college district in California. The current breakdown of both credit and non-credit FTES generation, by site, is presented below.

**Chart 7F: 2016-2017 FTES Distribution**



The FTES distribution between the colleges is one method to evaluate the overall staffing parity between the sites. Although the overall distribution of faculty and support staff can be evaluated based upon FTES percentages, the actual allocation of positions by department, area of specialty, etc. vary based upon the programmatic and operational priorities at each site.



### **Planning Implications**

- In order to avoid economic penalties, maintenance of the FON must be a staffing priority for each college.
- Increases in non-instructional positions must be done in full consideration of the implications for 50% law compliance.
- Turnover, especially in faculty, management and key classified positions will require succession planning, but will also provide opportunities for restructuring and adjustments to staff allocations.
- In the absence of significant cost-of-living adjustments or new sources of revenue, funding for additional staff positions will be tied to funded FTES growth.
- The colleges and district operations should evaluate staffing, structures and reporting relationships in order to maximize efficiency and take advantage of economies of scale.

# Exhibit

## #2

PREVIOUSLY  
SUBMITTED ON  
9/21/17

Equal Employment Opportunity Fund  
District Expenditure Report  
Fiscal Year 2016-2017

District Name: Rancho Santiago Community College District

Report	EEO/Diversity Allocation Fund (Ed. Code § 87108)
(a) Total Unexpended Allocation from Previous Year (Carry Over)	\$ 1,111
(b) 2016-17 Allocation	\$ 60,000
(c) 2016-17 Expenditures (Same total listed below in column 1)	\$ 9,809
Unexpended Allocations (a + b - c) ** On a separate page, please describe anticipated use of funds and projected date. <b>Please see attached.</b>	\$ 51,302

USE WHOLE DOLLARS

Controlling Account	EEO/Diversity Allocation Fund (Ed. Code § 87108)	Other Funds	Total
1000 Academic Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Supplies & Materials			
5000 Other Oper. Exp. & Svcs.	9,809		
6000 Capital Outlay			
7000 Other Outgo			
<b>Totals</b>	<b>9,809</b>		

I certify that this expenditure or local report is complete and accurate.

Please Print:

Name: Adam O'Connor Title: Assistant Vice-Chancellor-Fiscal Services

Phone: (714) 480-7320 E-Mail Address: oconnor\_adam@rscdd.edu

Signature:  Date: 9/21/17

Prepared by: Josefina Penning Contact Phone No. (714) 480-7361

**Date Due at the Chancellor's Office: September 30, 2017**  
Return to: Leslie LeBlanc  
Chancellor's Office California Community Colleges  
1102 Q Street, Sacramento, CA 95811 or e-mail: lleblanc@cccco.edu




## Unexpended Allocations

The Human Resources Department of Rancho Santiago Community College District was not aware that the 2016-17 Allocation increased to \$60,000. We spent only \$9,809 close to the amount that we budget each year, we budgeted additional \$20,000 for recruitment from the district's funds. As a result, our unexpended allocation for last year is \$51,302.

We are going to continue providing EEO/Diversity Training to all RSCCD employees to be eligible to serve as members in a Screening Committee. We have used part of the unexpended allocation for the August 22, 2017 EEO/Diversity Training conducted by an expert who was involved in drafting CCCCCO Title V regulations and we have scheduled November 9, 2017 and January 30, 2018. We intend to continue offering more training dates in the future until all employees receive training before they serve as members of Screening Committee. The Assistant Vice Chancellor of Human Resources will be attending the 2017 ACHRO/EEO Fall Institute.

We are going to expand our advertising for those "hard to fill" faculty, administrative and some classified positions. More social media advertising is included in our plan. We intend to implement the above in the coming months when we start posting three high level administrative positions. We will add our yearly subscriptions to several advertising media to be able to compete with 3 California Community College Districts in Orange County.

  
\_\_\_\_\_  
Judy Chitlik  
Interim Vice Chancellor of Human Resources

REVISED COPY

Equal Employment Opportunity Fund  
District Performance Report  
Fiscal Year 2016-2017

Print District Name: Rancho Santiago Community College District

NOTE: For column 3, Description of Activities, describe how the funds were expended. Your description should be as specific and succinct as possible. For example, under Performance Indicator #2, indicate how many persons were contacted, applied, and hired for district positions. If you need more space, attach separate sheet(s) of paper.

USE WHOLE DOLLAR AMOUNTS

(1) Performance Indicators	(2A) EEO Diversity Fund Expenditures (Ed. Code § 87108)	(2B) Other Fund Expenditures (Identify amount and source)	(3) Description of Activities
1. Activities designed to encourage students to become qualified for, and seek, employment as community college faculty or administrators.	\$	\$	
2. Outreach and recruitment.	\$ 9,027.95	\$ 7,500.00 (District Funds)	See Attached
3. Professional development on equal employment opportunity.	\$	\$	See Attached
4. Accommodations for applicants and employees with disabilities pursuant to title 5, section 53025.	\$	\$	See Attached
5. Other reasonable and justifiable activities to promote equal employment opportunities.	\$ 781.26	\$ 12,499.95 (District Funds)	See Attached

Print Name: Judy Chitlik Print Title: Interim Vice Chancellor of Human Resources

Phone: 714-480-7489 E-Mail Address: Chitlik\_Judy@rsccd.edu

Signature:  Date: 10/13/17

Prepared by: Elouise P. Marasigan Contact Phone No. 714-480-7494

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### (3) PERFORMANCE INDICATOR (S)

2. The Rancho Santiago Community College District implemented full recruitment and hiring process for the Fiscal Year 2016-2017 as the funding were restored for the full fiscal year as compared to the previous two years. The total number of applicants logged to requisitions posted from 7/1/2016 to 6/30/2017, including 22 faculty and 7 management positions for 2017 Fall Semester, was eight thousand three hundred twenty nine (8,329), a slightly less than a percent from the previous year. Five thousand seven hundred fifteen (69%) of the applicants were from the underrepresented groups and five thousand two hundred thirty six (63%) female, only 2% of the total number of applicants did not identify their ethnicity and almost all the applicants identified their gender.

The Screening Committees recommended one thousand six hundred thirty one (1,631) qualified applicants for interview, approximately 20% of the total applicant pool, where one thousand one hundred seven (68%) were from the underrepresented groups and one thousand seventy nine (66%) are female.

We filled 233 (as compared to 175 from previous year) job openings and hired 17 management, 52 Faculty and 164 classified staff. Of those hired applicants, 170 or 73% are from underrepresented groups, 155 or 67% are female.

The above data showed the diversity of the applicant pools in the different stages of the screening process, where 69% of the total applicants, 68% of those selected for interviews and 73% hired are from the diverse groups. There have been 2-3% increase in the diversity of the District's employees. In addition to advertising in the traditional publications, we subscribed to the CareerBuilder Network that expanded our job postings nationally and globally through countless websites associated with Career Builder Network and the Monster Board. Advertised in discipline related publications and websites as requested by the Department with the vacancy. Memberships in different professional organization/association like CASBO, ACCCA.org to be able to publish job openings in the website or send job announcement to the list serve. We also purchased an unlimited recruitment package with ChronicleVitae.com, online posting for Chronicle of Higher Education, a widely used website for academic positions, also purchased unlimited advertising to several community college publications like, Community Colleges.AcademicKeys.com, CCC.JobsNow.com, ccjn.org, CCJobs.com and EdJoin. Continued using the iGreentree applicant tracking and requisition management systems, which created reports showing the above data. Reports derived from iGreentree enabled us to identify the sources of our applicants and effectively use advertising funds.

3. Maintained membership in ACHRO/EEO to keep us current with the new regulations and mandates relating to human resources and equal employment opportunity. Adopted and shared best practices in diversity with other colleges/districts. Provided orientation/training to all screening committees and hiring managers. Offered all Management employees of the District to attend workshops presented by Liebert Cassidy Whitmore through the Southern California Community College Districts Employment Relations Consortium. Offered EEO Training to all employees of the District who will serve in Screening Committee, for this Fiscal Year, 92 employees completed the training.

4. One hundred and thirty six applicants indicated that they are disabled or requiring reasonable accommodation. We have provided interpreters to applicants with hearing and speech disability and wheel chair accessible facilities during interviews. Accommodated applicants with visual impairment to take the clerical skills evaluation. Sent job opportunities listing to Veterans' Employment and Training Service (VETS) and Employment Development Department (EDD)/Employment and Training Services. Received 187 applications from Veterans.
5. The RSCCD Employment website is linked to CCC Registry website where we posted all our job openings and e-mailed prospective applicants from their database. We received significant number of applicants through our postings in the CCC Registry website, one thousand one hundred twenty five or 14% of the total number of our applicants, twenty-three (23) candidates were successful and offered employment by RSCCD.

We have an applicant travel reimbursement program where applicants for Faculty and administrative positions who traveled 300 miles or more from Rancho Santiago Community College District were reimbursed half of their travel and lodging expenses up to \$300 for the first interview. Selected finalists received full reimbursement for travel for their final interviews. This Fiscal year, twenty-seven (27) applicants received reimbursement for their travel expenses.

# Exhibit

# #3

# SAC Professional Development Diversity or Cultural Awareness Activities and Student Success & Equity at SAC 2017-18

## Summer 2017 Workshops

- AB540 Ally Training

Adjunct Institute August 8 & 10: Topics included Creating an Inclusive Syllabus

## Fall 2017 Flex Week Meetings/Workshops (August 21-25)

- Resources for Teaching SAC Book of the Year: *One World: A Global Anthology of Short Stories*
- Kognito Training
- SAC Equity Institute
- Safe Space Training Follow up
- Convocation Breakouts

## Fall 2017 Workshops

- Courageous Conversations Circles (Multiple Sessions)
- Courageous Conversations Circles Planning Group (Multiple Meetings)
- Post-Conference attendees discussion: 2017 Strengthening Student Success Conference

## Spring 2018 Flex Week Meetings/Workshops (January 30-February 2)

- Supporting and Accommodating Students with Disabilities
- EEO/Diversity Workshop: Hiring the best while Developing Diversity in the Workforce
- Faculty Institute at SAC: Topics included Inclusive Syllabus
- Resources for Teaching SAC Book of the Year: *One World: A Global Anthology of Short Stories*

## SAC Activities

- Book of the Year – Contact Yolanda Garcia, Kathy Walczak or Melanie Mowrer
  - 2016-17:  
<https://www.sac.edu/Library/BookOfTheYear/Pages/between.aspx>
  - 2017-18:  
<https://www.sac.edu/Library/BookOfTheYear/Pages/oneworld.aspx>
- Puente - Donato Martinez
- Theater Department - Chris Cannon/Amberly Chamberlain
- Student Life – Nicole Moya (Who should be the contact person?)

## Online Trainings

- Kognito – CCC Student Mental Health Program

SAC Professional Development- Offered during FLEX week  
Fall 2017

- AB540/Undocumented Students Ally Training (with Juana Galvan and Cindy Partida) Learn how to create a welcoming and supportive campus environment for immigrant students. This training will increase faculty and staff knowledge and effectiveness about the needs, concerns, and issues of undocumented (unprotected) immigrant students and their families. Faculty and staff will learn about relevant immigration laws impacting students and related student issues and challenges.
- EEO / Diversity Workshop: Hiring the Best while Developing Diversity in the Workforce (with Laura Schulkind and Liebert Cassidy Whitmore, LCW,

Spring 2018

- AB540 Ally Training (with Cindy Partida in E-307) Become an Ally to the AB540 and Undocumented Students at SCC! Learn about terminology, current laws, and the rights of undocumented students.
- EEO / Diversity Workshop: Hiring the Best while Developing Diversity in the Workforce (with Laura Schulkind and Liebert Cassidy Whitmore, LCW
- Creating a More Equitable Learning Environment with Richard Gale (Hosted by Melinda Womack)

<https://www.sac.edu/FacultyStaff/professional-development/Pages/default.aspx>

<https://www.sccollege.edu/Departments/PDC/Pages/Flex-Calendar.aspx>

# Exhibit

## # 4



<b>Title</b>	<b>Dates</b>	<b>Audience</b>	<b>Cost</b>	<b>Location</b>
Speakers Symposium: Chris Cras				
SEED Session: Peggy McIntosh				
Peggy McIntosh: Faculty Follow-up				
Speakers Symposium: Anthony Ocampo				
<a href="#">CCEAL Webinar: "Promising Teaching Practices for Men of Color; Insights for Faculty Professional Development"</a>	November 16, 2016	Instructional, and Counseling Faculty	Free	Online
<a href="#">33rd Annual Howard Bowen Lecture at Claremont: Dr. Jerlando Jackson</a>	November 16, 2016	Faculty, administrators, staff and trustees	Free	Claremont, CA
<a href="#">2016 Community College League Annual Convention: Mapping the Route: Re-Envisioning California Community Colleges</a>	November 17-19, 2016	Faculty, administrators, staff and trustees	\$650	Riverside
CCEAL Webinar: "Model Institutional Support Programs for Male Students of Color at Community Colleges"	December 8, 2016	All faculty, staff, and administrators	Free	Online
<a href="#">2016 Equity Summit at Skyline College</a>	December 9, 2016	Faculty, administrators, staff and trustees	FREE	San Bruno, CA
Better Together-Culturally Mindful Practice: 2016 Mental Health Cultural Competency Summit	December 15& 16, 2016	Counseling and Mental Health Faculty	\$275	Newport Beach, CA
<a href="#">Santa Ana College: Neuroscience and Decision Making with Kimberly Papillon</a>	February 6, 2017	Faculty, administrators, staff, students and trustees	Free	Santa Ana, CA
<a href="#">ASCCC: Hiring and Nurturing Faculty to Encourage Diversity and Equity</a>	February 11, 2017	Faculty and administrators involved with hiring	Free	Chula Vista, CA
<a href="#">ACCE's Annual Spring 2017 Conference: Treasure Hunting: Finding the Right X's for Our Students' Success</a>	February 1-3, 2017	All faculty, staff, and administrators involved in credit and non-credit programs	\$395	San Diego, CA
<a href="#">AAHHE (American Association of Hispanics in Higher Education) 12th Annual Conference 2017</a>	March 9-11, 2017	Faculty, administrators, staff and trustees	\$500	Irvine, CA
<a href="#">The California Community Colleges Chief Student Services Administrators Association Spring Conference "Integration Through Action"</a>	March 22-24, 2017	All faculty, staff, and administrators involved in integrated planning	TBD	Los Angeles, CA

<a href="#">Education and Ethnic Studies Summit: Chapman University, College of Educational Studies</a>	April 1-2, 2017	Faculty, administrators, staff, students and trustees	Free	Orange, CA
<a href="#">The 30th Annual Latina Leadership Network Conference</a>	April 6-8, 2016	Faculty, administrators, staff, students and trustees	\$275	Pittsburg, CA
<a href="#">California LearningCommunities Consortium (CLCC)</a>	April 21-22, 2017	Faculty, administrators, staff and trustees	\$150	Pomona, CA
<a href="#">OnCourse National Conference</a>	April 20-22, 2017	Faculty, administrators, staff and trustees	\$595	Anaheim, CA
<a href="#">NCCMC 3rd Annual Working Group Meeting</a>	June 8-9, 2017	Those interested in supporting men of color at SCC	\$500	San Diego State University San Diego, CA
UCLA Ed & IS: Learning Together, Practioners and Scholars in Partnership	June 19-20, 2017	SCC Faculty, and those interested in learning innovative instructional strategies for teaching diverse students	\$100	UCLA Westwood, CA
<a href="#">UCLA HERI: Community College Faculty Institute: Pedagogical Approaches to Teaching Diverse Community College Students</a>	June 21-23, 2017	SCC Faculty, and those involved with learning and instruction	\$325	<a href="#">UCLA, Moore Hall</a> Westwood, CA
SCC Summer Faculty Institute: Equitizing Your Syllabus	July 24, 2017	SCC Faculty, and those interested in learning strategies for making your syllabus more inclusive.	FREE	Santiago Canyon College
<a href="#">Change Leadership Summit</a>	October 5-6, 2017	Faculty, administrators, and staff.	\$125	Hotel Irvine Irvine, CA
<a href="#">RP Group: Strengthening Student Success Conference</a>	October 11-13, 2017	Faculty, administrators, staff, students and trustees		Hyatt Regency SFO Burlingame, CA
Thomas Keith: "How Bro Culture Contributes to Domestic Violence"	October 26, 2017 2-3pm	All faculty, administrators, staff, students and trustees	FREE	Santiago Canyon College H-106
Rescheduled: National Coming Out Day	October 25, 2017	Student Focus, but all faculty, administrators, staff, and trustees are invited to attend	FREE	Santiago Canyon College Rose Garden
"How Are School Systems Responding to the Needs of Immigrants, Refugees, and Unacompanied Minors"	November 2, 2017	Faculty, administrators, staff, students and trustees	FREE	Webinar

Dia De Los Muertos	November 2, 2017	Faculty, administrators, staff, students and trustees	FREE	SCC
"How Are School Systems Responding to the Needs of Immigrants, Refugees, and Unaccompanied Minors"	November 2, 2017 12pm	Faculty, administrators, staff, students and trustees	FREE	<a href="#">Webinar</a>
Umoja Conference	November 3-4, 2017	Faculty, administrators, staff, students and trustees	\$449	Sacramento, CA
Frederick Douglass: Bust Installation	November 7, 2017 3pm	Faculty, administrators, staff, students and trustees	FREE	Santiago Canyon College In Front of H
Screening of Documentary "13th"	November 7, 2017 4:15pm	Student focus, but all faculty, administrators, staff, and trustees are invited to attend	FREE	Santiago Canyon College H-106
First-Generation College Student Day	November 8, 2017 10am	Student focus, but all faculty, administrators, staff, and trustees are invited to attend	FREE	Santiago Canyon College A/B Quad
Veterans's Day Event	November 8-9, 2017 10am -2pm	Student focus, but all faculty, administrators, staff, and trustees are invited to attend	FREE	Santiago Canyon College Strenger Plaza
Native American Heritage Celebration	November 13-14, 2017	Student focus, but all faculty, administrators, staff, and trustees are invited to attend	FREE	Santiago Canyon College Strenger Plaza
<a href="#">The League's 2017 Annual Convention: Creating, Adapting, Innovating</a>	November 16-18, 2017	Faculty, administrators, staff, students and trustees	\$685	San Jose Fairmont San Jose, CA
<a href="#">3CSN: Equity Project - Equity Institute</a>	November 17, 2018	Faculty, administrators, staff, students and trustees	\$75	Kellog West, CPP Pomona, CA
Lunch and Learn: Celebrating Our Cultural Heritage	November 30, 2017 1pm-2pm	Student focus, but all faculty, administrators, staff, and trustees are invited to attend	FREE	Santiago Canyon College Student Lounge (T-107)
Equity Team Training	January 29, 2018	Only those faculty assigned as team leads	FREE	Santiago Canyon College
AB540 Safe Zone Training	January 29, 2018	All Faculty, administrators, staff, students and trustees	FREE	Santiago Canyon College E-307



SCC Equity Institute: "Student Equity Disproportionate Impact Data: What it means, how we use it, and what's next?"	January 30, 2018	All Faculty, administrators, staff, students and trustees	FREE	Santiago Canyon College L-115 RSVP Required
RSCCD EEO Training: Laura Schulkind, Liebert Cassidy Whitmore	January 30, 2018	Those employees who have not been EEO trained.	FREE	Santiago Canyon College D-101
SCC LGBTQ+ SafeSpace Training	January 31, 2018	All Faculty, administrators, staff, students and trustees	FREE	Santiago Canyon College H-115
Post-Convocation Equity Breakout Session: Dr. Richard Gale and the Scholarship of Teaching	February 2, 2018	Faculty Focus, but all are encouraged to participate	FREE	Santiago Canyon College H-208
CSULB, Educational Leadership Department Annual Leadership Symposium	January 27, 2018	Faculty, administrators, staff, students and trustees	\$25	CSULB Long Beach, CA
The Meeting	February 28, 2018	All faculty, administrators, staff, students and trustees	FREE	Santiago Canyon College H-106
<a href="#">African American Male Education Network and Development (A2MEND) 11th Annual Summit</a>	February 28-March 2, 2018	All faculty, administrators, staff, students and trustees who are interested in supporting African American Male students	\$500-\$600	Westin LAX Los Angeles, CA
<a href="#">Paint On The Lawn</a>	March 8, 2018	All SCC students	FREE	Santiago Canyon College
<a href="#">Student Seminar with Dr. Terrence Roberts</a>	March 9, 2018	All SCC Students	FREE	Santiago Canyon College
<a href="#">Lunch and Learn</a>	March 20, 2018	All SCC Students	FREE	Santiago Canyon College
<a href="#">The CSSO Annual Conference "Leading Pathways to Success"</a>	March 7-9, 2018	Faculty, administrators, staff, students and trustees	\$250 - \$495	Double Tree by Hilton Sacramento, CA
<a href="#">3CSN's Second Annual Nor Cal Equity Institute</a>	March 9-10, 2018	Faculty, administrators, staff, students and trustees	\$150	Mission College Santa Clara, CA

<a href="#">Meeting the needs of the LGBTQIA Student Population</a>	March 14, 2018	Faculty, administrators, staff, students and trustees	\$108	Webinar
<a href="#">ACPA (CCPA) Spring Institute: Intersectionality &amp; Inclusion</a>	March 24, 2018	Faculty, administrators, staff, students and trustees	\$30-\$100	USC University Park Campus Los Angeles, California
"A Moment with Cesar Chavez"	March 29, 2018 1030-1130 am	All SCC Students	FREE	D Building (121) Santiago Canyon College
Cesar Chavez Awareness Day	March 29, 2018	All SCC Students	FREE	
Trans Day of Visibility	March 28, 2018	All SCC Students	FREE	D Building (101) Santiago Canyon College
<a href="#">"Dolores" Documentary Screening and Q&amp;A</a>	April 17, 2018 5:30 PM	Student Focused event, but all are invited to attend.	FREE	H Building (106) Santiago Canyon College
The Hunting Ground, Documentary screening and Q&A	April 18, 2018 3:30PM	Student Focused event, but all are invited to attend.	FREE	H Building (106) Santiago Canyon College
<a href="#">Lunch and Learn: Breaking the Silence</a>	April 19, 2018 12:30PM	Student Focused event, but all are invited to attend. Lunch will be provided.	FREE	T Building (107) Student Lounge Santiago Canyon College
Exclusive Q&A session with Dolores Huerta	April 23, 2018 11-11:30AM	Students who attended the "Dolores" Documentary screening will be given priority seating.	FREE	E Building (203) Santiago Canyon College
Bystander Engagement and Responding to Survivors Workshop	April 23, 2018 12:00PM	Student Focused event, but all are invited to attend.	FREE	H Building (106) Santiago Canyon College
Clothesline Project Display	April 24th, 25th, & 26th 11AM-3PM	Student Focused event, but all are invited to attend and participate.	FREE	Strenger Plaza Santiago Canyon College
<a href="#">Yoga on the Lawn</a>	April 24, 2018 11AM-12PM	Student Focused event, but all are invited to attend. *Bring your own Mat*	FREE	Rose Garden Santiago Canyon College

[Denim Day](#)

April 25, 2018  
11AM-3PM

Student Focused event,  
but all are invited to  
attend and participate.

FREE    Rose Garden  
Santiago Canyon  
College

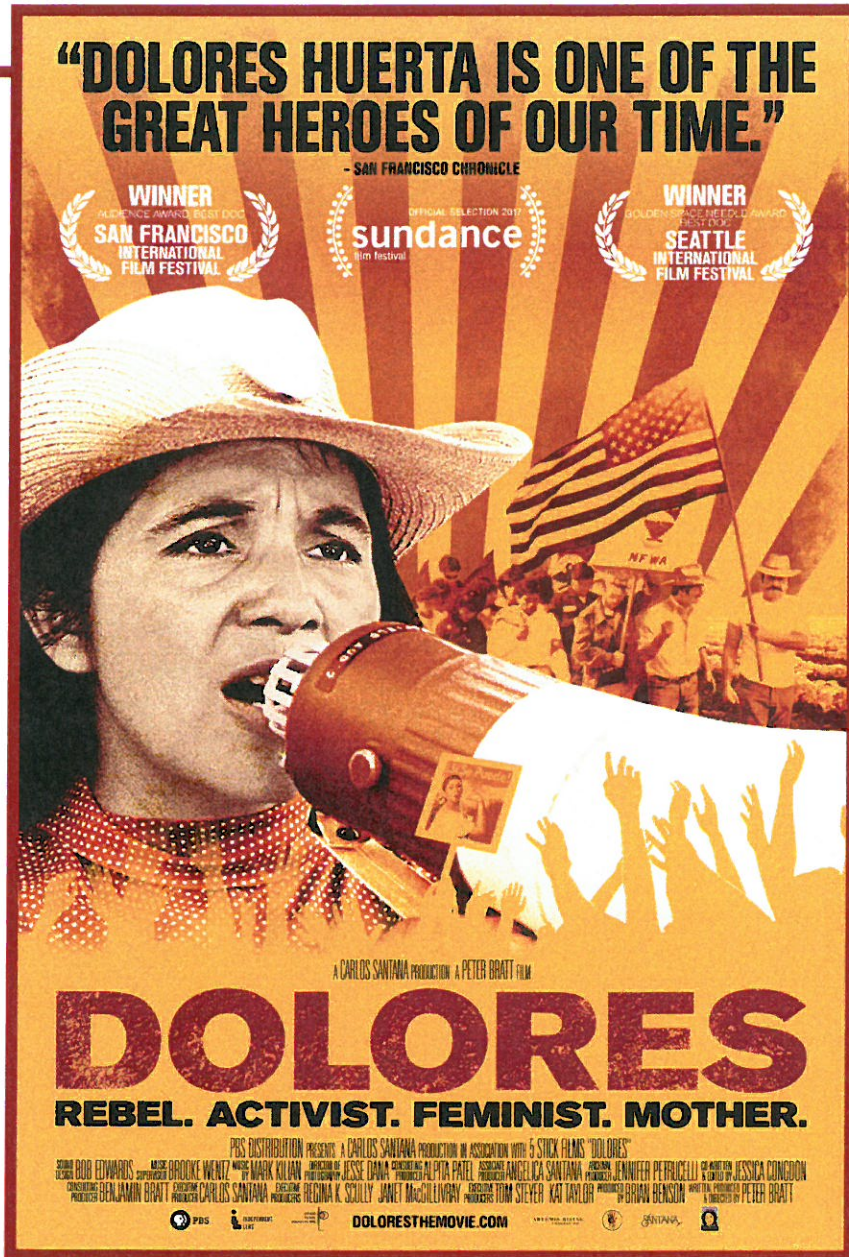
[Poetic \(Social\) Justice: Dismantling  
Gender Violence](#)

April 26, 2018  
1:30PM

Student Focused event,  
but all are invited to  
attend.

FREE    H Building (106)  
Santiago Canyon  
College

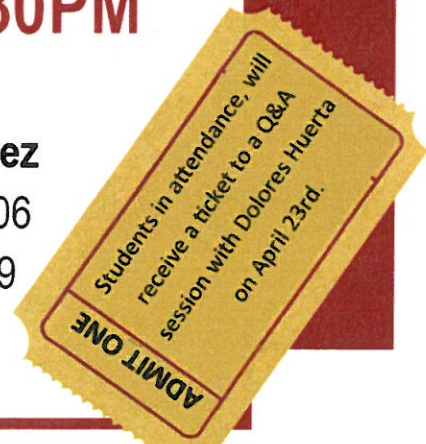




**Tuesday, April 17, 2018 | 5:30PM**

**Free Community Screening &  
Discussion with Professor Erika Gutierrez**  
Santiago Canyon College, Auditorium H-106  
8045 E. Chapman Ave. Orange, CA 92869

 **Office of Student  
Equity & Success**



*If you require an accommodation under the Americans with Disabilities Act (ADA), please let Edith Ahumada know at least one week before the event, to facilitate the provision of a reasonable accommodation. You may contact Edith at: [ahumada\\_edith@sccollege.edu](mailto:ahumada_edith@sccollege.edu) or (714) 628-4802.*



The Office of Student Equity and Success and The Office of Student Life and Leadership, invite you to:

# COME, JOIN THE CONVERSATION.



**Santiago Canyon College**

## *Lunch & Learn*



12:30-1:30PM | Thursday, April 19<sup>th</sup> | Student Lounge

Questions or to RSVP: [ahumada\\_edith@sccollege.edu](mailto:ahumada_edith@sccollege.edu)

**Breaking the Silence**



Facilitator: Dr. Melissa Govea

Lets talk about current topics related to sexual assault awareness month and social justice.

Free Sandwiches will be served on a first come, first serve basis; while supplies last.

6.4 (68)



# Denim Day

@  Santiago Canyon College



**WEAR JEANS APRIL 25TH  
TO SHOW YOUR PROTEST  
AGAINST SEXUAL VIOLENCE.**

- We ask all students, faculty, staff, friends and neighbors to wear denim.
- Denim Day was established in protest of an Italian Supreme Court ruling that overturned a rape conviction because the victim was wearing tight jeans.
- We wear denim to dispel harmful myths about sexual violence and to stand in solidarity with survivors.

 Office of Student  
Equity & Success  
Santiago Canyon College



 Santiago Canyon College  
DEPARTMENT OF WOMEN'S STUDIES

## Take Group Picture Hawk Mascot

(Mascot will also be wearing denim)

**Date:** April 25th **Location:** Rose Garden **Time:** 11am-3pm

questions? please email: [ahumada\\_edith@sccollege.edu](mailto:ahumada_edith@sccollege.edu)



**Sexual Assault  
Awareness and  
Prevention  
Month  
2018**

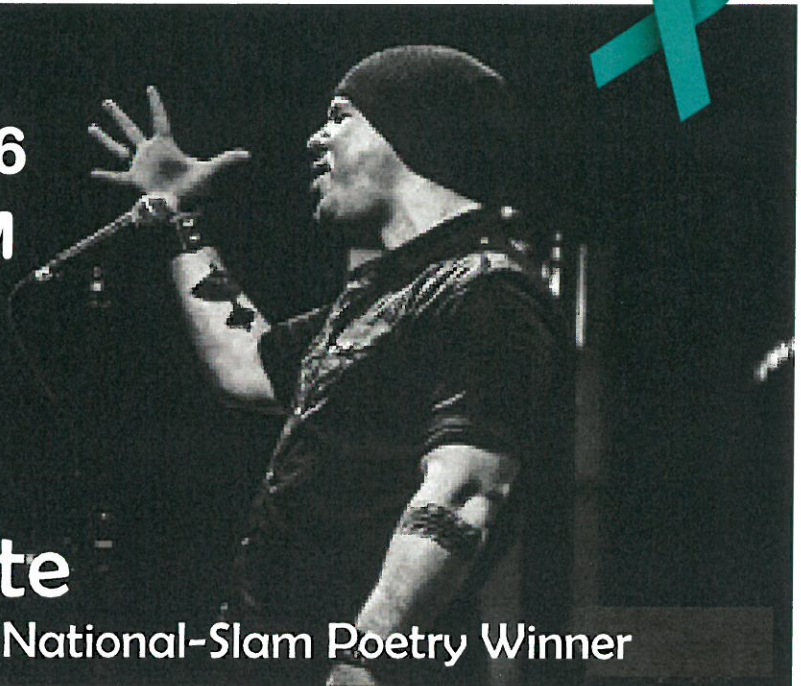
# Poetic (Social) Justice:

Dismantling Gender Violence



**April 26  
1:30PM  
H106**

**Guante**  
Two-time National-Slam Poetry Winner



Questions? Please email:  
Ahumada\_edith@sccollege.edu



**Sexual Assault  
Awareness and  
Prevention  
Month  
2018**

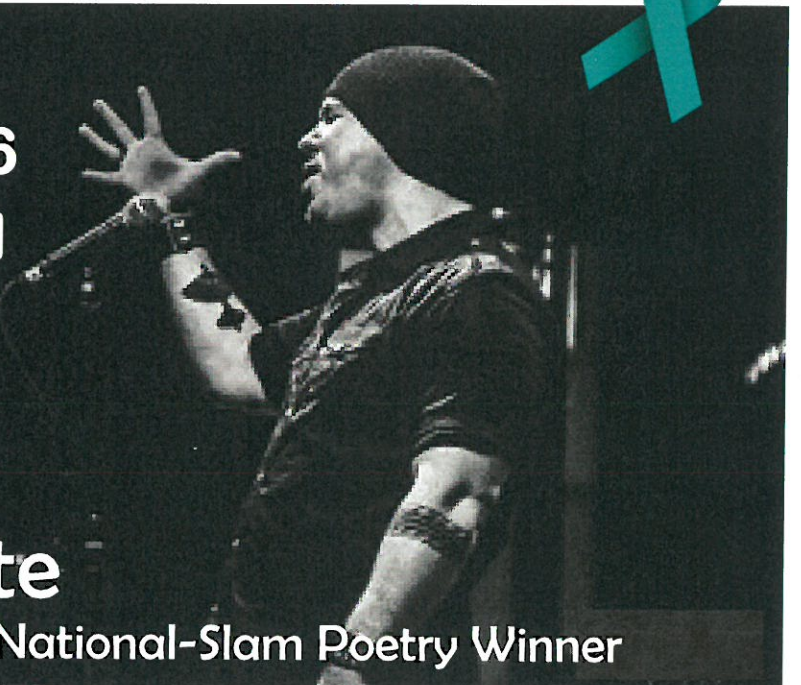
# Poetic (Social) Justice:

Dismantling Gender Violence



**April 26  
1:30PM  
H106**

**Guante**  
Two-time National-Slam Poetry Winner



Questions? Please email:  
Ahumada\_edith@sccollege.edu



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Human Resources

To:	Board of Trustees	Date: May 14, 2018
Re:	Approval of Services of Greentree Systems, Inc.	
Action:	Request for Approval	

**BACKGROUND**

Greentree Systems, Inc. provides hiring and applicant tracking software for the District. This software is used District wide for the processing of all new hires into the District. The current agreement has been in place for 5 years and after a review of other providers, it was decided to renew with Greentree Systems, Inc. Additionally, it was recognized that the District needs to provide a more customer friendly approach to onboarding our new hires. Currently, new hires have to attend the District office to collect their new hire paperwork and then return it within five (5) business days.

**ANALYSIS**

Greentree Systems, Inc. provides a user-friendly software package to provide applicants with an easy to use platform to apply for positions and for hiring managers with the tools to manage the hiring process. This software has been updated to include access from mobile devices, which enhances the ability of applicants and managers alike. The applicant package costs \$18,667 annually. The District is also adding an additional module to our current Greentree package to allow for electronic Onboarding of our new employees. This will improve the process to make it more efficient, effective and much more customer friendly. This additional module will cost \$17,500 annually. There are one off set-up costs for the Onboarding module of no more than \$10,500.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the services of Greentree Systems, Inc. as presented.

Fiscal Impact: \$36,167 annually, one-time cost \$10,500	Board Date: May 14, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



# Greentree Systems, Inc.

## GREENTREE HOSTED SERVICES AGREEMENT

This GREENTREE HOSTED SERVICES Agreement is entered into by and between Greentree Systems, Inc., PO Box 321283, Los Gatos, CA 95032 (hereinafter "GREENTREE") and **Rancho Santiago Community College District**, whose address is 2323 N. Broadway, Santa Ana, CA 92706, (hereinafter "CUSTOMER"), hereinafter referred to as "this Agreement".

Under the terms of this Agreement, GREENTREE shall provide to CUSTOMER, hosted services as more fully described in Schedule A.

This Agreement consists of a Schedule of Services attached as Schedule A and the Terms and Conditions attached as Schedule B. The Agreement shall become effective when signed below by both the CUSTOMER and GREENTREE, and both Schedules A and B have been initialed by both parties. Any future revised Schedule A which shall become a part of this Agreement or any amendment thereto, must be initialed by both parties and dated in order to become effective and binding.

By signing this agreement, you acknowledge that this agreement together with the above referenced schedules is the sole and exclusive statement of our agreement and supersedes all other oral and written communications and understandings regarding the subject matter hereof. You also agree that you will be responsible for complying with all state and federal laws pertaining to the use and disclosure of any data or software.

### CUSTOMER

Printed Name: \_\_\_\_\_

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

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

Accepted: \_\_\_\_\_  
Authorized Signature

### GREENTREE REPRESENTATIVE

Printed Name: \_\_\_\_\_

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

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

Approved: \_\_\_\_\_  
Authorized Signature

Contract No. \_\_\_\_\_



## Schedule A

### Summary of Services

➤ <b>Modules being licensed:</b>	HR Users, Candidate Self-service (CSS), Hiring Manager (HM), Greentree Onboarding (GO)	
➤ <b>Term</b>	24 months – July 1, 2018-June 30, 2020	
➤ <b>Concurrent HR-Users</b>	<b>3</b>	
➤ <b>Annual Hosting Fee:</b>	<b>iGreentree HR Users -</b>	<b>\$18,667</b>
	<b>Greentree Onboarding -</b>	<b>\$17,500*</b>
	<b>One Time Set-Up Fee – GO</b>	<b>\$10,500*</b>

<b>iGreentree (iGT)</b>
-------------------------

Including the following:

1. Base HR user system – 3 concurrent HR user access  
Includes applicant, requisition, source/expense, and hiring manager systems; routing, correspondence, reports, searching, templates, and maintenance.
  - 1 Academic CSS site (unlimited access by applicants)
  - 1 Classified CSS site (unlimited access by applicants)  
Both CSS sites include responsive design and resume parsing functionality
  - 1 Hiring Manager interface – unlimited number of hiring managers may be granted access  
Includes responsive design functionality

**iGreentree Annual Fee: \$18,667**

<b>Greentree Onboarding (GO)</b>
----------------------------------

#### 1. Development Fees\*

- a. Initial development of the items referenced on the attached “Onboarding Package Info – Quote Attachment.PDF” will be included at a cost not to exceed \$10,500. If unanticipated needs arise, we will estimate the desired functionality on a Time & Materials basis and seek customer approval before proceeding.
- b. If additional Form or Secure Form Activities are needed, they are typically developed for about \$500 each.
- c. The cost of developing an interface to Customer’s HRIS/Payroll system, if any, may be estimated once system specifications are determined.

Accepted by: \_\_\_\_\_ Customer’s Initials  
Accepted by \_\_\_\_\_ Greentree’s Initials

**2. Annual Subscription Fees\***

Annual Subscription Fees are due at the beginning of each 12 month period and cover **Technical Services** and **Customer Support**. Subscription Fees are based upon the number of employees (full or part-time) in the employee base for which Greentree Onboarding is being used. If CUSTOMER's employee base size changes, CUSTOMER's Subscription Fee will be adjusted based on the date the new range is achieved. (HR Users are unlimited in Greentree Onboarding.)

Annual Subscription Fees are:

<b>Employees</b>	<b>Initial Annual Subscription Fee</b>
Under 4000	\$17,500
4001 – 5000	\$18,500
5001 – 6000	\$19,500

**3. Annual Resources Fee**

The Annual Resources Fee covers the cost of storing and maintaining the forms stored by CUSTOMER in the Greentree Onboarding database. The Fee is based upon the number of forms stored at the beginning of each 12 month period. As CUSTOMER will not be storing forms at the beginning of the first period, there is no Resources Fee for the first 12 months. The fee for subsequent 12 month terms will be based upon the number of documents being stored at invoice time (approximately 45 days before the end of the preceding period.)

**Fee:** \$.10 per document for Form Documents and Secure Form Documents ... i.e., Documents into which data is input by user(s) and still in the Greentree Onboarding database at invoice time.

**Example:**

<u>Hires</u>	<u>Avg. # Form Documents Saved</u>	<u>Resource Fee</u>	<u>Total Cost</u>
750	12	\$.10/document	\$900

**4. Technical Services**

GREENTREE will provide Greentree Onboarding services on GREENTREE-owned servers located at the facilities operated and managed by vXchnge utilizing only Class-A, fully redundant (N+1), world-class Internet Data Centers. If a single server should fail, GREENTREE will maintain a fully redundant server as a backup that can be restored with the customer's Greentree Onboarding system including the latest database backup, and be in service within a few hours. All servers utilize fault tolerant hardware, including RAID mirrored hard disk systems. Full database backups are performed weekly, with differential backups on a nightly basis. A copy of the backup is transferred off-site to facilitate disaster recovery, if needed.

All web access to the Greentree Onboarding services will utilize secure 128/256 bit SSL (Secure Socket Layer) encryption.

Both SSL and the virus/spam filtering services will be included.

Accepted by: \_\_\_\_\_ Customer's Initials  
 Accepted by \_\_\_\_\_ Greentree's Initials

## 5. Customer Support

Customers may contact Customer Support in several ways:

a. Online Support Center ([www.GreentreeSystems.com/Support](http://www.GreentreeSystems.com/Support))

b. Telephone Support:

Unlimited Toll-Free Telephone Support (800-348-8845) is available to all users from 7:00 AM to 5:00 PM Pacific Time, weekdays. The Customer Call Coordinator (CCC) will answer the call and transfer customers to the appropriate Technical Support Specialist.

c. E-Mail Support:

You may report a problem or ask a question at any time via electronic mail. Please email technical requests to: [Support@greentreesystems.com](mailto:Support@greentreesystems.com). Emails are reviewed promptly during working hours and an acknowledging email is sent.

Users may ask questions or report problems either by toll-free telephone, email or by accessing the Customer Corner on the [Greentree Systems](http://www.Greentree Systems) website.

## 6. Implementation

“Activities” are the individual items to be completed by the New Hire during the Onboarding experience.

Implementation comprises Activity development, Forms development and training. Initial Activities are created by Greentree personnel. Customers are taught how to develop and edit Activities themselves, except for Activities which include fields for collecting data to update the Greentree Onboarding database or to upload to other databases. Activities which update the database must be implemented and managed by Greentree Systems. Activities which the customers can develop/edit include multi-media activities, document activities, message activities and external links.

The initial Activities are tested and approved by both Greentree and customer personnel prior to training.

Training is conducted via web-based sessions which are tailored to the needs of the customer. We provide 3 sessions of approximately 2 hours each so that we can address your organization’s unique needs.

**Greentree Onboarding Annual Fee: \$17,500**

Accepted by: \_\_\_\_\_ Customer’s Initials  
Accepted by \_\_\_\_\_ Greentree’s Initials

# **Onboarding Package Info – Quote Attachment PDF**

## **Development of Greentree Onboarding Activities for Rancho Santiago Community College District**

Oath of Allegiance  
Designation of Beneficiary  
I-9  
W-4  
Personnel Information Card  
Self Identification Survey  
Personal Emergency Contact Information  
Tuberculosis Risk Assessment  
Request for Live Scan Service  
Fingerprinting Authorization  
Policy Against Sexual Harrassment  
Policy on Substance Abuse in the Workplace  
Statement Concerning Job not Covered by SS  
Permissive Membership CALSTRS  
Designation of Beneficiary Form - PARS  
CALPERS - Reciprocal Self-Certification Form  
Mandated Reporter Responsibilities & Acknowledge  
Payment Option Authorization Form  
Risk Management Information  
The Fact's About Worker's Compensation -  
Predesignation of Personal Physician  
Worker's Compensation - Information  
Safety & Risk Management - Information - 2 pages  
Hazard Communications - Information  
Fire Safety - Information  
Faculty & Staff Emergency Guide  
Welcome Part-Time Faculty/Administrator New Hires  
Certificate of Completion TB Risk Assessment and/or  
Examination  
Tuberculosis Test Requiriement  
PARS - Alternate Retirement System Plan  
Information Sheet

Accepted by: \_\_\_\_\_ Customer's Initials  
Accepted by \_\_\_\_\_ Greentree's Initials



## SCHEDULE B

### TERMS AND CONDITIONS

#### 1. GRANT OF LICENSE

GREENTREE hereby grants to CUSTOMER for a specified 24 months, a non-exclusive, and non-transferable remote computing license to its on-line services as identified in Schedule A, which are installed on a GREENTREE hosted server, subject to the terms and conditions set forth in this Schedule B.

#### 2. TERM OF AGREEMENT

The term of this Agreement shall be for a 24-month term as specified in Schedule A. Upon the **natural** expiration of the initial minimum term, at the option of the CUSTOMER, to be exercised in writing, this Agreement may either be: (1) renewed for an additional minimum term of one year, not to exceed five years; or (2) terminated by the CUSTOMER upon three (3) months advance written notice.

#### 3. SERVICE FEES

All payment terms are net thirty (30) days from receipt of invoice. A late fee of one and one-half percent (1.5%) per month will be applied to the late payment. Upon three (3) months advance written notice, GREENTREE may revise its charges for additional services or support not included in the minimum term Service Agreement, and/or its Service Fees after expiration of the minimum term of this Agreement. In the event CUSTOMER fails to pay any invoice when due, GREENTREE at its option, and in addition to any other remedies it may have, terminate this Agreement upon thirty (30) days prior written notice; provided however, such termination shall not be effective if such failure is cured within the fifteen (15) day notice period.

#### 4. GREENTREE SERVICES

GREENTREE shall provide those services designated by CUSTOMER which are listed in Schedule A, in a timely manner, using its best efforts to meet CUSTOMER'S internal operating requirements, but GREENTREE shall not be responsible for delays in processing attributable to causes beyond its reasonable control. In the event that any existing services are discontinued or modified, written notice of that effect, will be sent to the CUSTOMER at least sixty (60) days prior to such change. CUSTOMER'S database will be available on a seven (7) days a week basis, except for scheduled downtime specified in Schedule A, and subject to Internet access availability, Force Majeure, or other events or occurrences beyond the reasonable control of GREENTREE.

#### 5. GREENTREE'S PROPRIETARY RIGHTS

The on-line services, including any GREENTREE proprietary software, and the related documentation, contain confidential unpublished information which is protected by copyright and trade secret laws, and is the property of GREENTREE. GREENTREE'S proprietary rights do not extend to CUSTOMER'S data-source documents or processed output.

#### 6. CUSTOMER'S DATA

A. **Delivery** – CUSTOMER will be responsible for its data and media while in transit to or from GREENTREE. GREENTREE may refuse to process any data which in its opinion is either not of a quality or condition suitable for processing or which is otherwise not in proper machine-readable form.

Accepted by: \_\_\_\_\_ Customer's Initials  
Accepted by \_\_\_\_\_ Greentree's Initials

**B. Warranty of Service** – GREENTREE agrees to exercise reasonable care in processing CUSTOMER’S data; however it cannot guarantee freedom from loss of data nor damage to media, which are inherent in data processing. GREENTREE will restore at no charge, any lost data arising from malfunction of its equipment or from failure of its services; provided that GREENTREE had such lost data on back-up. Otherwise, GREENTREE will not be liable to CUSTOMER for lost data.

**C. Confidentiality** – GREENTREE shall maintain in confidence all data and materials furnished by CUSTOMER for processing under this Agreement, and GREENTREE will not divulge such data or materials to any third person, nor use such information for any purpose whatsoever, except as provided hereunder. Password protection designed to restrict unauthorized access to CUSTOMER’S data and materials shall be provided; however, it is acknowledged by CUSTOMER that access restrictions are capable of bypass and GREENTREE does not guarantee that such data and materials cannot be accessed by unauthorized persons.

**D. Return of Data** – Upon termination of this Agreement, GREENTREE will compile and return CUSTOMER’S data and materials on computer readable media, at a charge based upon GREENTREE’S then current time and materials rate.

## 7. INFRINGEMENT

In the event that the on-line services or related documentation infringes the U.S. copyright or trade secrets of a third person, or such infringement is alleged in a law suit filed in a court of law, GREENTREE, will, at its option either obtain for CUSTOMER the right to continue using such services or documentation, or modify same so that it is no longer infringing, or terminate this Agreement. The foregoing is the sole and exclusive liability of GREENTREE for infringement of copyrights or trade secrets.

## 8. LIMITATION OF LIABILITY

Neither party shall be liable to the other party or any third person on account of any errors, omissions, delays or losses except those created by that party’s gross negligence or willful misconduct. IN NO EVENT SHALL either party BE LIABLE TO the other party FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF that party HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. MAXIMUM LIABILITY FOR DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE LAST SIX MONTH’S SERVICE FEES PAID UNDER THIS AGREEMENT.

## 9. GENERAL

TAXES - Any taxes arising out of this Agreement, except those taxes imposed upon the income of GREENTREE, shall be paid by CUSTOMER. If GREENTREE pays such taxes, CUSTOMER agrees to reimburse GREENTREE upon being invoiced for same.

DISPUTE RESOLUTION - In the event of a dispute between the parties arising under the Agreement, such dispute shall be exclusively resolved by binding arbitration under the rules and regulations as promulgated by the American Arbitration Association. The arbitration shall be held in Santa Clara County, California, if the CUSTOMER is the petitioner. If GREENTREE is the petitioner, the venue shall be that county where the CUSTOMER maintains its principal office. The cost of arbitration shall be equally shared, but each party shall bear their own legal and travel expenses.

GOVERNING LAW - This Agreement shall be governed by the laws of California. Any term of this Agreement found to contravene the governing law will be deleted without affecting the remaining terms.

Accepted by: \_\_\_\_\_ Customer’s Initials  
Accepted by \_\_\_\_\_ Greentree’s Initials

NOTICES - All notices or other communications to be given under this Agreement shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, or by facsimile. All notices shall be effective upon their receipt by the party to whom they are addressed.

STATUTE OF LIMITATIONS - No legal action arising out of this Agreement may be commenced by the CUSTOMER more than one year after the cause of action has accrued.

WAIVER - Any waiver by GREENTREE of a breach of this Agreement shall not constitute a waiver of any subsequent breach.

COMPLETE AGREEMENT AND MODIFICATION - This Agreement is the complete agreement between the parties and supersedes any prior oral or written understandings. This Agreement may only be modified or amended by a written agreement signed by authorized representatives of both parties hereto.

TRAVEL AND LIVING EXPENSES - All reasonable and necessary travel and living expenses incurred by GREENTREE personnel in connection with performance of GREENTREE'S obligations hereunder shall be payable by Customer within thirty (30) days of receipt of GREENTREE'S invoice containing such expenses and copies of receipts for airfare, car rental, shuttle, taxi, parking, lodging and other incidental expenses incurred (meal receipts excluded). Mileage will be reimbursed at the IRS standard rate. GREENTREE agrees to use coach air travel, compact car rentals when available, and lodging at mutually agreed upon facilities. GREENTREE agrees to use the lesser of actual expenses or \$42 per day for meal for the Term of this Agreement, including renewal periods.

Accepted by: \_\_\_\_\_ Customer's Initials  
Accepted by \_\_\_\_\_ Greentree's Initials

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Human Resources and Educational Services

To:	Board of Trustees	Date: May 14, 2018
Re:	Adoption of Resolution No. 18-08 – Workers’ Compensation Coverage for Volunteers	
Action:	Request for Authorization	

**BACKGROUND**

The California labor code requires employees to be covered by a Workers’ Compensation policy. Under most circumstances, volunteers to public agencies are not considered employees; therefore, they are excluded from Workers’ Compensation coverage. However, the labor code allows coverage of public agency volunteers if a resolution is adopted by the public agency’s governing board.

**ANALYSIS**

Workers' compensation is a no-fault system, and with few exceptions, the exclusive remedy for injuries and illnesses suffered while working. If volunteers are covered, they will be entitled to the same benefits as other paid staff. Workers' compensation benefits are finite and limited to medical, disability, and retraining costs associated with a specific impairment.

If volunteers are excluded from workers' compensation coverage, they can seek remedy in the civil court system. The court may award compensation for pain and suffering plus other damages. While the volunteer must prove fault, the civil awards are often much higher than the corresponding workers' compensation benefits.

The District has a long-standing past practice of covering volunteers under our Workers’ Compensation cover to mitigate costs that could occur in the civil court system, but it does not have a resolution that allows this practice approved by the board. This resolution will bring the district into compliance with labor Code Section 3363.5.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution No. 18-08 – Workers’ Compensation Coverage for Volunteer Personnel.

Fiscal Impact: None at this time.	Board Date: May 14, 2018
Prepared by: Don Maus, Risk Manager	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

A RESOLUTION OF THE BOARD ADOPTING WORKERS' COMPENSATION  
COVERAGE FOR VOLUNTEER PERSONNEL  
Resolution # 18-08

**WHEREAS**, Rancho Santiago Community College District ("District") recognizes the need for and the benefit derived from persons providing volunteer services to the District; and

**WHEREAS**, the Legislature of the State of California (Labor Code Section 3363.5) has provided authorization for inclusion of coverage for persons who perform voluntary service without pay in the District's workers' compensation program; and

**WHEREAS**, Labor Code Section 3363.5 (b) states that the phrase, "voluntary service without pay" shall include services performed by any person, who receives no remuneration other than meals, transportation, lodging, or reimbursement for incidental expenses; and,

**WHEREAS**, the District desires to provide worker's compensation coverage for individuals who are performing voluntary services without pay for the District in accordance with District regulations and policy;

**THEREFORE, BE IT RESOLVED**, that the District hereby adopts the policy that all persons authorized by the Governing Board to perform volunteer services for the District without pay, during the course and scope of performance of such volunteer services, shall be deemed to be employees of the District solely for purposes of Division 4 (commencing with Section 3200) of the Labor Code, Workers' Compensation and Insurance.

This resolution shall not apply to any person if providing workers' compensation coverage to such person is not authorized by any provision of law, including but not limited to Labor Code Section 3368 and Education Code Section 51769.

PASSED AND ADOPTED this 14<sup>th</sup> day of May, 2018 by the following vote:

Ayes: 6 Trustees: Alvarez, Barrios, Hernandez, Labrado, Mendoza, Yarbrough  
Noes: 0 Trustees  
Absent: 1 Trustee: Hanna  
Abstain: 0 Trustees

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