RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting) Monday, February 4, 2019 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.

AGENDA

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

<u>Action</u>

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 <u>prior</u> to the start of open session. <u>Completion of the information on the form is voluntary</u>. 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 <u>Brown Act</u>. 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 <u>Approval of Minutes</u> - Regular meeting of January 14, 2019

Action

- Board Retreat of January 18, 2019
- Board Retreat of January 19, 2019

1.6 Approval of Consent Calendar

Action

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

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

1.7 Presentation of Santa Ana College (SAC) Shirts to New Faculty Members

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Guided Pathways
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Report from Classified Representative
- 2.6 Reports from Academic Senate Presidents
 - Senate meetings
- 2.7 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Legislative Committee
 - Board Policy Committee
 - Rancho Santiago Community College District Foundation

3.0 <u>INSTRUCTION</u>

*3.1 <u>Approval of Educational Affiliation Agreement Renewal with NextStep</u> <u>Action</u> Fitness, Inc.

The administration recommends approval of the educational affiliation agreement renewal with NextStep Fitness, Inc. located in Lawndale, California as presented.

*3.2 <u>Approval of Educational Affiliation Agreement with San Marcos Unified</u> <u>Action</u> School District

The administration recommends approval of the educational affiliation agreement with San Marcos Unified School District (USD) located in San Marcos, California as presented.

*3.3 Approval of Dual Enrollment Agreement between Santa Ana College and Garden Grove Unified School District

The administration recommends approval of the dual enrollment agreement between SAC and Garden Grove USD located in Garden Grove, California as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

*4.1 Approval of Payment of Bills

The administration recommends payment of bills as submitted.

<u>Action</u>

Action

^{*}Item is included on the Consent Calendar, Item 1.6.

*4.2 <u>Approval of Budget Increases/Decreases and Budget Transfers</u>
The administration recommends approval of budget increases, decreases and transfers from January 3, 2019 to January 22, 2019.

*4.3 <u>Approval of Nonresident Fees for 2019-2020</u> <u>Action</u> The administration recommends approval of establishing the nonresident tuition fee at \$265 per unit, capital outlay fee at \$35 per unit, and application fee at \$25 for 2019-2020 as presented.

*4.4 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Action Ended December 31, 2018 The administration recommends approval of the CCFS-311Q for the period ended December 31, 2018, as presented.

- 4.5 Quarterly Investment Report as of December 31, 2018 Information
 The quarterly investment report as of December 31, 2018, is presented as information.
- *4.6 Approval of Change Order #2 for RT Contractor Corporation for Bid #1349 Action for Mailroom at District Operations Center

 The administration recommends approval of change order #2 for RT Contractor Corporation for Bid #1349 for the Mailroom at the District Operations Center as presented.
- *4.7 Acceptance of Completion of Bid #1349 for Mailroom at District Operations Center and Approval of Recording a Notice of Completion

 The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.8 Approval of Agreement with Ridge Landscape Architects for On-Call
 Landscape Architectural Services for Various Facility Improvement
 Projects District-Wide
 The administration recommends approval of the agreement with Ridge
 Landscape Architects for on-call landscape architectural services for various facility improvement projects district-wide as presented.
- *4.9 Approval of Amendment to Agreement with Twining, Inc. for Materials

 Testing and Special Inspection Services for Science Center at Santa Ana

 College

 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.

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*4.10 Approval of Change Order #1 for De La Torre Commercial Interiors, Incorporated for Bid #1355 for Building B Interior Improvements at Santiago Canyon College (SCC) Action

The administration recommends approval of change order #1 for De La Torre Commercial Interiors, Incorporated for Bid #1355 for Building B Interior Improvements at SCC as presented.

*4.11 Acceptance of Completion of Bid #1355 for Building B Interior Improvements at Santiago Canyon College and Approval of Recording a Notice of Completion

<u>Action</u>

The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.

*4.12 <u>Approval of Agreement with Comevo for Online Orientation Software for Santa Ana College and Santiago Canyon College</u>

<u>Action</u>

The administration recommends approval of the agreement with Comevo for online orientation software for SAC and SCC as presented.

*4.13 Approval of Vendor Name Change

Action

The administration recommends approval of the vendor CPP, Inc. name change to The Myers-Briggs Company as presented.

5.0 GENERAL

*5.1 Approval of Resource Development Items

Action

The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:

- California Early Childhood Mentor Program (SAC/SCC) \$ 1,185
- Project RAISE (Regional Alliance in Science, Technology, \$ 20,000 Engineering and Math [STEM] Education) Year 3 (SCC)
- Student Equity and Achievement Program (SAC/SCC) \$13,286,941

*5.2 Approval of Sub-Agreements between RSCCD and Chabot-Las Positas, Foothill-DeAnza, Glendale, Palomar, San Mateo, Santa Barbara, Sonoma County Junior and State Center College Community College Districts to Award 2018-2019 Deputy Sector Navigator Grants to Host Colleges/Districts in State of California

<u>Action</u>

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 related contractual agreements on behalf of the district.

^{*}Item is included on the Consent Calendar, Item 1.6.

*5.3 Approval of First Amendments to Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura, and Yosemite Community College Districts to award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in State of California

Action

The administration recommends approval of the first amendments to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

*5.4 Approval of First Amendment to Sub-Agreement between RSCCD and Mt. San Antonio Community College District for Technical Assistance Providers for Contract Education Funded by Fiscal Agent Talent Administration and Sector Strategy Grant

Action

The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

*5.5 Approval of First Amendment to Sub-Agreement between RSCCD and Butte-Glenn Community College District Funded by Carl D. Perkins

Career and Technical Education Improvement Act of 2006, Perkins IV

Title I-Part B Grant

Action

The administration recommends approval of the first amendment to 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 First Amendment to Sub-Agreement between RSCCD and Integrative Impact LLC for Sector Navigator – Information Communications Technology/Digital Media Sector Grant

<u>Action</u>

The administration recommends approval of the first amendment to 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.

*5.7 Approval of First Amendment to Sub-Agreement between RSCCD and productOps for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant

Action

The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

^{*}Item is included on the Consent Calendar, Item 1.6.

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*5.8 Approval of Service Agreement with Jennifer Walsvick

Action

The administration recommends approval of the service agreement with Jennifer Walsvick 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 <u>Approval of Board of Trustees' Guiding Principle and Charges to</u> Chancellor for 2019-2020

Action

It is recommended that the board approve and adopt the Board of Trustees' Guiding Principle and Charges to the Chancellor for 2019-2020.

5.10 First Reading of Board Policies

Information

The following policies are presented for a first reading as an information item:

- Board Policy (BP) 2330 Quorum and Voting
- BP 2735 Board Member Travel
- BP 3550 Drug Free Environment and Drug Prevention Program
- BP 6250 Budget Management

5.11 <u>Update on Orange Education Center</u>

Information

This item is presented as an information item.

5.12 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
- 2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
- 3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

^{*}Item is included on the Consent Calendar, Item 1.6.

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

Agency Negotiator: Tracie Green, Vice Chancellor, 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)

Unrepresented Management Employees

5. Liability Claim (pursuant to Government Code Section 54956.95) a. 1805554

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant <u>prior</u> 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 <u>Brown Act</u>. 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 <u>Management/Academic Personnel</u>

<u>Action</u>

- Approval of Employment Agreements
- Approval of Revised Job Descriptions
- Approval of Appointments of Interim to Permanent Assignment
- Approval of Appointments to Interim Assignment/Employment of Retired State Teachers' Retirement System (STRS) Member
- Ratification of Resignations/Retirements
- Approval of 2019 Spring FARSCCD Beyond Contract/Overload Hourly Step Increases
- Approval of 2019 Spring FARSCCD Hourly Step Increases
- Approval of Appointments
- Approval of Banked Leaves/Withdrawals
- Approval of Leaves of Absence
- Approval of Beyond Contract/Overload Stipends
- Approval of 2019 Spring FARSCCD Column Changes
- Approval of Part-time/Hourly New/Rehires
- Approval of Non-paid Intern Services

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6.2 Classified Personnel

Action

- Approval of Hourly Ongoing to Contract Assignments
- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Changes in Position
- Approval of Changes in Salary Placement
- Approval of Longevity Increments
- Approval of Voluntary Furloughs
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Full Time to Hourly Ongoing Assignments
- Approval of Leaves of Absence
- Approval of Returns from Leave
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Rejection of Claim

Action

The district's claims administration recommends the board authorize the chancellor or his designee to reject claim #1805554.

6.4 <u>Adoption of Resolution No. 19-01 authorizing payment to Trustee</u> <u>Absent from Board Meetings</u>

Action

This resolution requests authorization of payment to Arianna Barrios for her absence from the January 14, 2019, board meeting due to a business commitment.

6.5 <u>Appointment of RSCCD Community Representatives to RSCCD</u> Chancellor Search Committee

Action

It is recommended that the board select Doug Willits, Santiago Canyon College, and Max Madrid, Santa Ana College, as community representatives to serve on the RSCCD Chancellor Search Committee.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on February 25, 2019.

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

Board of Trustees (Regular meeting)

Monday, January 14, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:33 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Ms. Elizabeth Weber. Ms. Arianna Barrios was not in attendance due to a business commitment.

Administrators present during the regular meeting were Ms. Tracie Green, Dr. John Hernandez, Mr. Peter Hardash, Mr. Enrique Perez, Dr. Linda Rose, and Dr. Raúl Rodríguez. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Michael Toledo, Interim Chief, Rancho Santiago Community College District Safety & Security.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Alvarez and seconded by Mr. Labrado to approve a revised pages for Item 3.16 (Amendment #3 to Classroom Lease with 2000 Chapman Inc.) and two revised pages for Item 6.3 (PPL Dialogue with Board of Trustees regarding Chancellor Search and Approval of Timeline, Chancellor Search Role Definitions, Candidate Profile, and Institutional Profile /Documents). The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

1.4 Public Comment

Ms. Madeline Grant and Mr. Jose Vargas spoke regarding Item 6.1 (Management/Academic Personnel).

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1.5 Approval of Minutes

It was moved by Ms. Mendoza and seconded by Mr. Hernandez to approve the minutes of the meeting held December 10, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

1.6 Approval of Consent Calendar

presented.

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

- 3.1 <u>Approval of Memorandum of Understanding (MOU) with Magnolia Science</u> <u>Academy–Santa Ana</u>
 - The board approved the MOU with Magnolia Science Academy-Santa Ana as presented.
- 3.2 Approval of Memorandum of Agreement between Los Angeles Community
 College District—Los Angeles Trade Tech College and RSCCD on behalf of
 Santa Ana College (SAC) Community Services Program
 The board approved the contract between Los Angeles Community College—Los
 Angeles Trade Tech College and RSCCD on behalf of Santa Ana College
 Community Services Program.
- 3.3 Approval of Educational Affiliation Agreement Renewal with Bright Star
 Speech and Language Services
 The board approved the educational affiliation agreement renewal with Bright
 Star Speech and Language Services located in Santa Ana, California as
- 3.4 <u>Approval of Educational Affiliation Agreement with Reach Therapy Services</u>
 The board approved the educational affiliation agreement with Reach Therapy Services located in Escondido, California as presented.
- 3.5 <u>Approval of Educational Affiliation Agreement with Learning Tree Therapy</u>
 The board approved the educational affiliation agreement with Learning Tree
 Therapy located in Long Beach, California as presented.
- 3.6 <u>Approval of Educational Affiliation Agreement Renewal with Progress Speech and Language Center</u>

The board approved the educational affiliation agreement renewal with Progress Speech and Language Center with facilities located in Orange County, California as presented.

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1.6 Approval of Consent Calendar (cont.)

3.7 <u>Approval of Standard Inter-Agency Instructional Services Agreement Renewal</u> with Tustin Police Department

The board approved the standard inter-agency instructional services agreement renewal with the Tustin Police Department located in Tustin, California as presented.

3.8 <u>Approval of Revised Educational Affiliation Agreement Renewal with</u> Placentia-Yorba Linda Unified School District

The board approved the revised educational affiliation agreement renewal with Placentia-Yorba Linda Unified School District located in Placentia, California as presented.

- 3.9 Approval of Marketing and Digital Media Services with Interact Communications for Santa Ana College Career Education Programs

 The board approved the Marketing and Digital Services with Interact Communications for SAC Career Education programs as presented.
- 3.10 <u>Approval of Professional Services Agreement with PGINET Consulting</u>
 The board approved the professional services agreement with PGINET Consulting as presented.
- 3.11 <u>Approval of Digital Advertising Services with Twenty Fifth Hour Communications, Inc.</u>

The board approved digital advertising services with Twenty Fifth Hour Communications, Inc.

The board approved the proposed revisions for the 2018-2019 SCC catalog addendum and/or the 2019-2020 catalog as presented.

3.13 <u>Approval of Standard Professional Services Agreement with Vital Link Orange County</u>

The board approved the standard professional services agreement with Vital Link Orange County located in Tustin, California, as presented.

- 3.14 <u>Approval of Standard Professional Services Agreement with Kristine Clarke</u>
 The board approved the standard professional services agreement with Kristine Clarke located in Laguna Niguel, California, as presented.
- 3.15 <u>Approval of Standard Professional Services Agreement with Jo Wen Wu, Ph.D.</u> The board approved the standard professional services agreement with Dr. Jo Wen Wu located in Irvine, California, as presented.

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1.6 Approval of Consent Calendar (cont.)

3.16 Approval of Amendment #3 to Classroom Lease with 2000 Chapman Inc.
The board approved Amendment #3 to the classroom lease with 2000 Chapman
Inc. for the extension of the lease of classroom and office space for the period of
February 1, 2019, to January 31, 2021, as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 <u>Approval of Budget Increases/Decreases and Budget Transfers</u>
The board approved budget increases, decreases and transfers from November 16, 2018, to January 2, 2019.

4.3 Approval of Hiring an Independent Audit Firm

The board approved hiring of Vavrinek, Trine, Day & Co., LLP for auditing services for the 2018-2019 fiscal year audit and authorized the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on behalf of the district as presented.

- 4.4 Approval of Agreement with Architecture 9 PLLLP for On-Call Architectural

 Design Services for Various Facility Improvement Projects District-wide

 The board approved the agreement with Architecture 9 PLLLP for on-call architectural design services for various facility improvement projects district-wide as presented.
- 4.5 <u>Approval of agreement with Architectural Testing, Inc. for Building Enclosure Commissioning Services for Johnson Student Center at Santa Ana College</u>
 The board approved the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Johnson Student Center at SAC as presented.
- 4.6 Approval of Agreement with Architectural Testing, Inc. for Building Enclosure
 Commissioning Services for Russell Hall Replacement (Health Sciences
 Building) at Santa Ana College

The board approved the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Russell Hall Replacement at SAC as presented.

4.7 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Consulting Services for Johnson Student Center at Santa Ana College

The board approved agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Johnson Student Center at SAC as presented.

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1.6 Approval of Consent Calendar (cont.)

4.8 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College

The board approved the agreement with Sindoni Consulting & Management

The board approved the agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Russell Hall Replacement at SAC as presented.

4.9 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Consulting Services for Science Center at Santa Ana College

The board approved the agreement with Sindoni Consulting & Management Services, Inc. for commissioning consulting services for the Science Center at SAC as presented.

4.10 Approval of Amendment to Agreement with Stephen Payte DSA Inspections,
Inc. for On-Call Inspector of Record Services for Various Facility Improvement
Projects

The board approved the amendment to the agreement with Stephen Payte DSA Inspections, Inc. for on-call inspector of record services for various facility improvement projects as presented.

4.11 <u>Approval of Agreement with Architecture 9 PLLLP for Architectural/</u>
<u>Engineering Design Services for Information Technology Services (ITS)</u>
<u>Copper Wire Project at Santa Ana College</u>
The board approved the agreement with Architecture 9 PLLLP for archite

The board approved the agreement with Architecture 9 PLLLP for architectural/engineering design services for ITS copper wire project at SAC as presented.

- 4.12 <u>Ratification of Agreement with Architectural Testing, Inc. for Building Enclosure Commissioning Services for Science Center at Santa Ana College</u>
 The board ratified the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Science Center at SAC as presented.
- 4.13 <u>Ratification of Agreement with MTGL, Inc. for Geotechnical Testing, Special</u>
 <u>Inspections, and Environmental Consultant Services for Johnson Student Center at Santa Ana College</u>

The board ratified the agreement with MTGL, Inc. for geotechnical testing, special inspections, and environmental consultant services for the Johnson Student Center at SAC as presented.

4.14 Rejection of all Bids for Bid #1359 for Child Development Center Painting and Maintenance Phase 2 at Santa Ana College
 The board rejected all bids for Bid #1359 for Child Development Center Painting and Maintenance Phase 2 at SAC as presented.

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1.6 Approval of Consent Calendar (cont.)

4.15 <u>Rejection of all Bids for Bid #1360 for Barrier Removal Paper Towel Dispenser</u> <u>Replacement at Santiago Canyon College</u>

The board rejected all bids for Bid #1360 for Barrier Removal Paper Towel Dispenser Replacement at SCC as presented.

4.16 <u>Approval of Agreement with Cambridge West Partnership, LLC for Information Technology Consulting Services</u>

The board approved the agreement with Cambridge West Partnership, LLC as presented.

4.17 Approval of Purchase Orders

The board approved the purchase order listing for the period November 11, 2018, through December 8, 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:

- Child Care Access Means Parent in School (CCAMPIS-SAC) \$ 199,979 Year 1 (District)
- Child Care Access Means Parents in School (CCAMPIS-SCC) \$ 58,149
 Year 1 (District)
- Disabled Students Programs & Services (DSPS) \$ 4,491 Augmentation (SAC)
- Early Head Start Year 5 (District) \$1,904,495
- Zero Textbook Cost (ZTC) Degree Equity Champion Grant \$ 2,000
 (SAC)

5.2 Approval of Sub-Agreements between RSCCD and Foothill-DeAnza, Yuba and Santa Clarita Community College Districts to Award 2018-2019 Deputy Sector Navigator Grants to Host Colleges/District in State of California The board approved the sub-agreements and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

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1.6 Approval of Consent Calendar (cont.)

5.3 Approval of First Amendments to Sub-Agreements between RSCCD and Allan Hancock Joint, Cerritos, Chaffey, Coast, Contra Costa, Desert, Foothill-DeAnza, Grossmont-Cuyamaca, Lake Tahoe, Long Beach, Los Angeles, Los Rios, Merced, MiraCosta, Ohlone, Peralta, Rio Hondo, San Bernardino, San Diego, San Francisco, San Joaquin Delta, San Luis Obispo County, San Mateo, Santa Clarita, Sequoias, Shasta-Tehama-Trinity Joint, Sierra Joint, Sonoma County Junior, South Orange County, Southwestern, State Center, Victor Valley, and Yosemite Community College Districts for 2018-2019 Deputy Sector Navigator Grants awarded to Host Colleges/Districts in State of California

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

5.4 Approval of First Amendments to Sub-Agreements between RSCCD and Butte-Glenn Community College District for 2018-2019 Deputy Sector Navigator Grants

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

5.5 <u>Approval of First Amendment to Sub-Agreement between RSCCD and WestEd for Data Science Tools Grant</u>

The board approved the first 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 <u>Approval of First Amendments to Sub-Agreements between RSCCD and</u>
<u>Educational Results Partnership and The Research and Planning (RP) Group</u>
<u>for Data Science Tools Grant</u>

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

5.7 Approval of First Amendment to Sub-Agreement between RSCCD and California State University Fullerton Auxiliary Services Corporation for Strong Workforce Program Regional Funds Initiative

The board approved the first 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.

5.8 <u>Approval of Hyatt Regency Huntington Beach Hotel Contract</u>
The board approved the 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.

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1.6 Approval of Consent Calendar (cont.)

- 5.9 Approval of Service Agreement between RSCCD and Amanda Romero
 The board approved the 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.
- 5.10 Approval of Amendment to 2019 Designation of Specific Day, Weeks, or Months of Observance Which Relate to the Educational Mission of the District The board approved an amendment to the 2019 designation of specific days, weeks, or months of observance which relate to the educational mission of the district by adding January 27, 2019, to the existing May 2, 2019, date listed for the International Holocaust Day on the abovementioned document.
- 5.11 <u>Approval of First Amendment to Sub-Agreement between RSCCD and Think</u>
 <u>Together for Adult Education Program (Assembly Bill 104)</u>
 The board approved the first 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 the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

NOTE: At the April 24, 2017, board meeting Ms. Barrios asked that the enrollment reports presented by the college presidents be attached to the minutes.

2.3 Report from Student Trustee

Ms. Weber provided a report to the board.

2.4 Reports from Student Presidents

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

Ms. Breanna Ceja, Student President, Santa Ana College

Mr. Theodore Moreno, Student Vice President, Santiago Canyon College

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2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 <u>Informational Presentation on the Governor's Proposed Budget</u>

Mr. Hardash provided a status report on the Governor's proposed budget to the board.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Labrado provided a report on the January 10, 2019, Board Facilities Committee meeting.

Mr. Hernandez provided a report on the January 10, 2019, Orange County Community College Legislative Task Force meeting.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 GENERAL

Items 5.1 through 5.11 were approved as Part of Item 1.6 (Consent Calendar).

5.12 Board Member Comments

Ms. Alvarez thanked the chancellor for organizing a board retreat on January 18 and 19. Although she is unable to attend the retreat, Ms. Alvarez plans to write a letter regarding items on the retreat agenda.

Ms. Alvarez announced that as chairperson of the Board Safety & Security Committee, she has called a meeting on February 6, 2019, at 5:30 p.m. at the district office.

Ms. Alvarez thanked ASG representatives for their reports and encouraged them to communicate with upperclassmen after they graduate on items the ASG has been working on at their respective colleges.

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5.12 Board Member Comments (cont.)

Mr. Hanna expressed appreciation to board members for approving Item 5.10 (Amendment to 2019 Designation of Specific Day, Weeks, or Months of Observance Which Relate to the Educational Mission of the District). He indicated that two dates are internationally recognized as Holocaust Remembrance Day: January 27, 2019 has been recognized by the United Nations as International Holocaust Remembrance Day, commemorating the liberation of the Auschwitz-Birkenau concentration and death camp; and May 2, 2019 is also internationally recognized as Holocaust Remembrance Day, corresponding to the 27th day of Nisan on the Hebrew calendar. That date marks the anniversary of the Warsaw Ghetto uprising.

Mr. Hanna expressed disappointment that Congress has not taken action to assist those affected by the Deferred Action for Childhood Arrivals (DACA).

Mr. Yarbrough asked that the meeting be closed in memory of Leonardo Garcia, a RSCCD employee for 13 years.

Mr. Yarbrough announced the board will be having a retreat on January 18 and 19, 2019. The retreat will include items on Guided Pathways and establishment of board goals.

Mr. Yarbrough indicated he plans to meet with ironworkers on January 15 regarding the district's apprenticeship program, tour the SAC Orange County Sheriff's Academy with a representative from Sheriff Don Barnes' office on January 16, participate in a conference call for an Association of Community College Trustees' Advisory Committee on Public Policy and Advocacy meeting on January 25, and attend the Board Safety & Security Committee meeting on February 6.

Dr. Rodriguez reported the following will be discussed in closed session:

Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Property: Centennial Education Center/Centennial Park

2900 W. Edinger Avenue, Santa Ana, California

Agency Negotiators: Raúl Rodríguez, Chancellor, Rancho Santiago Community College District

Negotiating Parties: City of Santa Ana

Under Negotiation: Price and Terms of Payment

RECESS TO CLOSED SESSION

The board convened into closed session at 5:40 p.m. to consider the following items:

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Dean, Instruction and Student Services
 - g. Chancellor Appointment

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

Agency Negotiator: Tracie Green, Vice Chancellor, 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)

Unrepresented Management Employees

3. Conference with Real Property Negotiators (pursuant to Government Code

Section 54956.8)

Property: Centennial Education Center/Centennial Park

2900 W. Edinger Avenue, Santa Ana, California

Agency Negotiators: Raúl Rodríguez, Chancellor, Rancho Santiago Community College District

Negotiating Parties: City of Santa Ana

Under Negotiation: Price and Terms of Payment

Ms. Weber left the meeting at this time.

RECONVENE

The board reconvened at 6:27 p.m.

Closed Session Report

Mr. Hernandez reported during closed session the board discussed real property negotiations and took no action.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve 2018-2019 Cabinet Permanent Annual Salary Schedule
- Approve 2018-2019 Management Permanent Annual Salary Schedule
- Approve Employment Agreements
- Approve Appointments
- Approve Appointments/Changes of Assignment
- Approve Interim Appointments
- Approve 2019 CEFA Hourly Step Increases

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6.1 Management/Academic Personnel (cont.)

- Ratify Resignations/Retirements
- Approve Additional 2018-2019 Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Adjusted Beyond Contract/Overload Stipends
- Approve 2019 Spring CEFA Hourly Column Changes
- Approve Part-time/Hourly New/Rehires
- Approve Non-paid Interns

6.2 Classified Personnel

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

- Approve Changes in Grade
- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing Assignments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignment
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

6.3 PPL, Inc. Dialogue with Board of Trustees regarding Chancellor Search and Approval of Timeline, Chancellor Search Role Definitions, Candidate Profile, and Institutional Profile Documents

PPL, Inc. discussed with the Board of Trustees the documents as presented, adjusted the documents as determined by the board, and it was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the final documents. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

Dr. Rodríguez left the meeting prior to discussion of Item 6.3.

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Mr. Hanna left the meeting during the discussion of Item 6.3 because he wasn't feeling well.

6.4 Authorization for Board Travel/Conferences

It was moved Ms. Alvarez and seconded by Mr. Labrado to authorize the submitted conference and travel by a board members. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. (Note: This item had been voted on before Mr. Hanna left the meeting.)

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, February 4, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 7:34 p.m., in memory of Mr. Leonardo Garcia who worked for Santa Ana College for 13 years and passed away unexpectedly on December 8, 2018. Mr. Garcia is the father of the head coach for the SAC Dons Cross Country Team, Miriam Mitzel.

		Respectfully submitted,	
		Raúl Rodríguez, Ph.D.	
		Chancellor	
Approved:			
	Clerk of the Board		

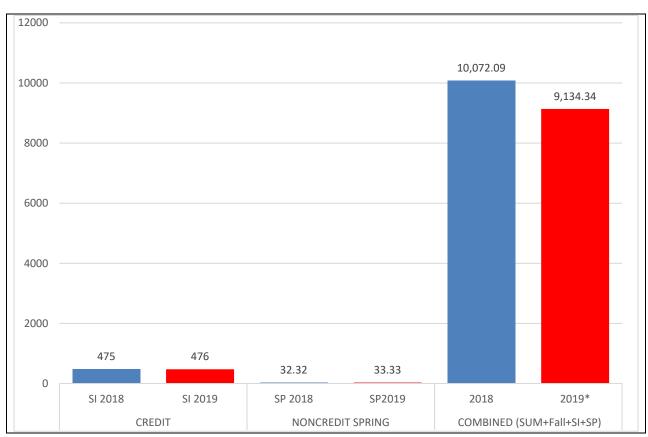
Minutes approved: February 4, 2019

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SAC 2018/2019 Spring Intersession Enrollment Report

Date: 01/10/19



FTES Target

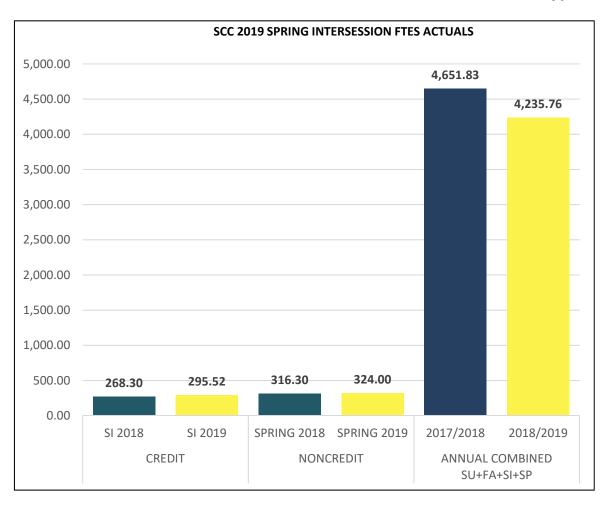
Terms	2018/2019	DIFF	PCT
Credit SI Target	515.00		
Credit SI Projection	515.00	0.00	0%
Noncredit SP Target	2221.00		
Noncredit SP Projection	2221.00	0.00	
Annual Target*	18743.00		
Annual Projection*	18743.00	0.00	0%

^{*} Accounts for summer shift of 942.24 FTES to the 17/18 year from 18/19 which reduces the combined total compared to last year

SCC 2018/2019 ENROLLMENT REPORT

1/11/2019





FTES TARGETS

TERMS	2018/2019	DIFF	PCT
Credit SI Target	269.81		
Credit SI Projection	295	25.19	9%
Noncredit Spring Target	1152		
Noncredit Spring			
Projection	1152	0	0%
Annual Target*	7900.81		
Annual Projection*	7900.81	0	0%

NOTES:

^{*}Accounts for summer shift of 450.66 FTES to the 2017/2018 year from 2018/2019 which reduces the Annual Combined Total compared to last year.

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

Board of Trustees Retreat

Friday, January 18, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The retreat was called to order at 5:39 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Ms. Elizabeth Weber.

Administrators present during the retreat were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Mr. Enrique Perez, Dr. Raúl Rodríguez and Dr. Linda Rose. Ms. Debra Gerard was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Dr. John Hernandez.

1.3 Public Comment

There were no public comments.

2.0 BOARD RETREAT

2.1 Promote Board of Trustee's Understanding of Guided Pathways Program

Dr. Byron McClenney introduced himself to the board and invited the board to actively engage in the discussion to take place.

Dr. McClenney provided the board a presentation on Guided Pathways – an initiative taking place across the country that is focused on assisting students achieve their goals. The California State Chancellor's Office Vision for Success and Student-Centered Funding Formula are both aligned with Guided Pathways. Board members received clarification on data related to the presentation on Guided Pathways.

2.2 Develop Short-Term Action Plan with Measureable Guided Pathways Policy Goals

Following the presentation and discussion, the board prepared a Short-Term Action Plan for Guided Pathways: Leadership for Institutional Change.

3.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, February 4, 2019.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 8:11 p.m.

		Respectfully submitted,	
		Raúl Rodríguez, Ph.D. Chancellor	
Approved:	Clerk of the Board		

Minutes approved: February 4, 2019

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

Board of Trustees Retreat

Saturday, January 19, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The retreat was called to order at 8:24 a.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Ms. Elizabeth Weber. Ms. Nelida Mendoza arrived at the time noted.

Administrators present during the retreat were Mr. Enrique Perez. Ms. Debra Gerard was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Yarbrough.

1.3 Public Comment

There were no public comments.

2.0 BOARD RETREAT

2.1 Discuss Relationship between Board of Trustees and Chancellor

Dr. Byron McClenney conducted a dialogue with the board relating to the relationship between the Board of Trustees and the Chancellor. Areas covered included the following:

Role of the Board

Dr. McClenney stated that there has been a shift in board responsibility in recent years. The responsibilities of the board now include policy, fiduciary, responsibility toward equity and student success, and the responsibility to monitor the achievement of goals.

It was reiterated to the board that their only employee is the Chancellor and they had a responsibility to communicate their goals/charges and what they expect.

Mr. Hanna noted that the board also directs the work of the General Counsel.

Ms. Mendoza arrived during discussion of the Role of the Board.

Problems

Discussion took place of potential problems board members will want to avoid. It was agreed that clear direction to the Chancellor is the most effective way to get board goals accomplished.

Board members agreed that the following initiatives should be implemented:

- Listening tour at the colleges by the Chancellor regarding the board goals with a report back to the board
- New Board Member orientation by Chancellor
- New Board President orientation by Chancellor

Effective Boards

Dr. McClenney noted that effective boards monitor what is most important to the institution on a regular basis. The Board should provide direction to the Chancellor on what to monitor and the frequency of when reports are provided to the board to obtain the information.

Guided Pathways

The board's role in Guided Pathways was discussed. Guided Pathways is a student-centered initiative and will require the district to be student ready – that is, to insure that students are learning what they come to our colleges to learn and achieve what they come to achieve. Because of the transformational work required of Guided Pathways and the disruption it may cause, it was agreed that a communications plan be instituted to share what is happening.

2.2 <u>Discuss Board of Trustee Goals for 2019-2010 Academic Year and Measures and Milestones Needed to Achieve Board of Trustee Goals within Timeframes</u>

Mr. Perez provided a recap of the process by which the current board goals were adopted and reported that a planning retreat will take place in May 2019 to update the strategic plan. Discussion ensued about board goals and the following board goals for 2019-2020 were agreed upon:

Guiding Principle

The Rancho Santiago Community College District will be student ready and learner focused.

Goal #1

RSCCD is committed to Guided Pathways and an implementation plan for both colleges to be a Guided Pathways college will be completed by fall 2020.

Goal #2

RSCCD will establish a district-wide Guided Pathways task force to support the implementation of Guided Pathways throughout the district.

Goal #3

The Board will revise policy and allocate resources as required in support of Guided Pathways.

Goal #4

The Board will adopt metrics for student success and equity in order to monitor progress.

Goal #5

The Board is committed to working with K-12 and universities to provide seamless pathways for students.

Goal #5

The Board is committed to finalizing the long-term facilities plan for our two college centers in the year ahead.

Goal #7

The Board has an ongoing commitment to the safety of our students and employees.

It was agreed that the guiding principle and board goals would be presented for adoption by the Board at the February 4, 2019 meeting.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, February 4, 2019.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 11:50 a.m.

		Respectfully submitted,	Respectfully submitted,	
		Raúl Rodríguez, Ph.D. Chancellor		
Approved: _	Clerk of the Board			

Minutes approved: February 4, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

То:	Board of Trustees	Date: February 04, 2019
Re:	Approval of Educational Affiliation Agreement R	enewal with NextStep Fitness, Inc.
Action:	Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement renewal with NextStep Fitness, Inc. covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement renewal with NextStep Fitness, Inc. shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement renewal with NextStep Fitness, Inc.. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with NextStep Fitness, Inc., located in Lawndale, California as presented.

Fiscal Impact:	None	Board Date: February 04, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President of Academic Affairs	
	Carol Comeau, Interim Dean	of Human Services & Technology
Submitted by:	Linda D. Rose, Ed.D., Preside	ent, Santa Ana College
Recommended by:	Raúl Rodríguez, Ph.D., Chand	cellor, RSCCD

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between NextStep Fitness, Inc., hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

B. For Background Clearance

The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.

C. For Program Planning

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

D. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For Publications

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

B. Insurance:

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

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

A. This agreement shall be effective as of the date signed by both parties, and shall continue in effect for five (5) years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

District: Rancho Santiago Community College District	Agency: NextStep Fitness, Inc.
Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706	NextStep Fitness, Inc. 4447 Redondo Beach Boulevard Lawndale, CA 90260
Peter J. Hardash Vice Chancellor Business Operations/Fiscal Services	Joel Wenger Director
Date:	Date: 12/07/2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: February 04, 2019
Re:	Approval of Educational Affiliation Agreement with San Marcos Unified School District	
Action: Request for Approval		

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement with San Marcos Unified School District was developed for this purpose and has been reviewed by Dr. Simon B. Hoffman and college staff. This educational affiliation agreement with San Marcos Unified School District shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement with San Marcos Unified School District carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement with San Marcos Unified School District, located in San Marcos, California as presented.

Fiscal Impact:	None	Board Date: February 04, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President of Academic Affairs	
	Carol Comeau, Interim Dean of	Human Services & Technology
Submitted by:	Linda D. Rose, Ed.D., President	, Santa Ana College
Recommended by:	Raúl Rodríguez, Ph.D., Chancel	lor, RSCCD

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College, a public educational agency, hereinafter called the "District" and, <u>SAN MARCOS UNIFIED SCHOOL DISTRICT</u>, hereinafter called the "Agency".

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called "Students", enrolled in these programs;

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Agency by a Student or Instructor

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who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

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

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

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall carry Sexual Abuse and Molestation liability insurance for itself and each of its employees and partners, as well as Students participating in the program, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars

(\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers' Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT

The term of this Agreement shall become effective when signed by both parties, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.

This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.

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

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

Agency:	San Marcos Unified School District 255 Pico Ave., Suite 250 San Marcos, CA 92069	District:	Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706
Signature:	and	Signature:	
Name:	Bill Singh	Name:	Peter J. Hardash
Title:	Director	Title:	Vice Chancellor
	Human Resources and Development	t	Business Operations/Fiscal Services
Date:	October 17, 2018	Date:	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Dual Enrollment Agreement between Santa Grove Unified School District	Ana College and Garden
Action:	Request for Approval	

BACKGROUND

Dual enrollment programs allow high school students to earn college credit while they are still in high school. There are a number of benefits to participating in a dual enrollment program. These programs introduce students to the rigors of college coursework early, reduce their time in college and recent studies have shown that students who participate in dual enrollment programs are more likely to earn a college degree. Santa Ana College would like to grow their Dual Enrollment Program and increase the number of participating high schools and other districts. This Dual Enrollment Agreement between Santa Ana College and Garden Grove Unified School District will allow Santa Ana College to offer college courses to high school students at Garden Grove Unified School District, adding value to the exceptional educational programs and activities that Garden Grove Unified School District currently offers to their students.

ANALYSIS

Santa Ana College will continue to work with the faculty and administration at Garden Grove Unified School District to develop comprehensive dual enrollment programs. The plan is to offer Garden Grove Unified School District challenging academic and career preparatory experiences to qualified high school students and enable those students to earn college credit and meet high school graduation requirements simultaneously.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Dual Enrollment Agreement between Santa Ana College and Garden Grove Unified School District located in Garden Grove, CA, as presented.

Fiscal Impact:	NONE	Board Date:	February 4, 2019		
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Alicia Kruizenga, Dean of Student Affairs				
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College					
Recommended by:	Raúl Rodríguez, Ph.D., Chancello	or, RSCCD			

DUAL ENROLLMENT AGREEMENT BETWEEN SANTA ANA COLLEGE AND

GARDEN GROVE UNIFIED SCHOOL DISTRICT

This agreement (hereinafter "Agreement") is entered into on July 18, 2019, by and between Garden Grove Unified School District (hereinafter "GGUSD") and the Rancho Santiago Community College District (hereinafter "RSCCD"), on behalf of Santa Ana College (hereinafter "SAC") for the establishment

RECITALS

WHEREAS, GGUSD and SAC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, GGUSD continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and

WHEREAS, GGUSD desires to offer students the opportunity for dual enrollment; and

of a dual enrollment program and use of GGUSD facilities.

WHEREAS, SAC is willing to offer college courses on the GGUSD campuses, which will benefit GGUSD students by providing a convenient location and schedule; and

WHEREAS, all of the terms between the parties shall be set forth in this Agreement;

NOW, THEREFORE be it resolved that SAC and GGUSD agree to work together to afford current GGUSD students the opportunity to enroll in dual enrollment courses in order to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students, and enable students to earn simultaneous college credit and meet high school graduation requirements:

- Use of Facilities. SAC shall have use of appropriate classroom facilities located on the GGUSD campuses beginning on the first day of the 2019 fall semester, to be used for the purpose of offering dual enrollment credit courses through concurrent enrollment in credit SAC courses.
- 2. <u>Scheduling</u>. No later than March 31 of each year, GGUSD and RSCCD/SAC shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.

3. Financial Commitments.

a. Instructional Staff. SAC will be the employer of record for the purposes of instructor compensation, assignment monitoring, and reporting to the Orange County Department of Education and other responsibilities pursuant to state and federal law, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions.

- b. In case of the need for a SAC instructional staff member to teach a course embedded in the school day, then SAC will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions. If the instructional staff member is from GGUSD then GGUSD will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions. Classes under either of these incidences will be reported by SAC for state apportionment.
- c. Equipment and supplies. GGUSD will be responsible for books and other supplies (whiteboard, markers, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with the SAC classes.
- d. Technology. GGUSD will be responsible for any technology services costs associated with Sections 4 and 5.
- e. Use of Facility. GGUSD agrees to allow RSCCD/SAC access to classroom space for the express purpose of offering dual enrollment courses at GGUSD and to waive any applicable use of facilities fees.
- f. Damage to Facilities. GGUSD will bear the costs of any repair or damages to the GGUSD facilities as a result of the performance of this contract.
- g. Safety/Security. GGUSD will be responsible for the direct costs of safety, security, and supervision of the GGUSD campus during the hours of SAC class operation.
- h. Should courses be taught by SAC faculty, either before or after school at GGUSD facilities, then the course will be open to GGUSD students and the public at large.
- 4. <u>Technology Services.</u> The parties will cooperate to provide students and staff appropriate levels of Internet, network access, and other software resources.
- 5. <u>Program Management.</u> SAC and GGUSD will cooperate with respect to elements of program management.
 - a. Dual enrollment courses are governed by the policies and regulations of RSCCD/SAC. These policies, regulations and standards apply to students, faculty, staff, instructional procedures, academic standards, course offerings, course outlines of record, whether courses are offered at the college campus, at off-campus sites, including distance learning and internet, or at secondary schools.
 - b. SAC and GGUSD will jointly select dual enrollment courses for transfer, career and technical education, and high school achievement.
 - c. SAC designated coordinator will work with the appropriate SAC academic division to secure the correct SAC faculty for the courses to be offered on the GGUSD campus.

- d. SAC designated coordinator will work with GGUSD lead staff to facilitate enrollment of students and will work with SAC Admissions & Records office to ensure correct student records are maintained.
- e. SAC faculty will adhere to course requirement, standards, learning materials, and all other SAC standards, policies, expectations, and systems.
- f. SAC courses offered at the GGUSD campus will adhere to SAC scheduling practices and the annual academic calendar. Exceptions may be made with the written approval of the SAC Vice President of Academic Affairs.
- g. Matters of student discipline will be handled cooperatively between the appropriate RSCCD/SAC and GGUSD administrators.
- h. Student withdrawal dates/policies will be consistent with existing SAC adopted policies and calendars.
- i. Academic advising of GGUSD students enrolled in SAC courses will be the joint responsibility of SAC and GGUSD.
- j. Dual enrollment courses completed by GGUSD students will be identified on both the college and high school transcripts in the standard format and will not be identified as dual enrollment.

6. Admissions, Tuition, Textbooks, and Fees

- a. All GGUSD students enrolled in SAC coursework under this agreement will have their enrollment fees waived under SAC concurrent enrollment policies provided they are California residents.
- b. GGUSD will not be responsible for paying a Health Fee of \$19 and a \$2 student representation fee per term per student. GGUSD will not be responsible to pay before the end of the semester and no hold will appear on the student's record.
- c. SAC and GGUSD will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes on the GGUSD campus.
- d. GGUSD will provide the books and materials for the SAC dual enrollment courses.
- e. Completed CAPP forms will be collected from each high school student participating in the dual enrollment program and submitted as a group packet by the designated coordinator at GGUSD.
- f. Dual enrollment students will have access to RSCCD/SAC services such as the library, tutoring, student I.D. cards etc.
- g. The maximum number of students who will be allowed to enroll in a dual enrollment course will be limited to the course capacities established by RSCCD/SAC.
- h. Recruitment into the dual enrollment program will be the responsibility of both GGUSD and RSCCD/SAC.

- 7. <u>Parking</u>. Parking spaces will be provided to SAC staff at the GGUSD campus as needed for site visits or teaching as necessary.
- 8. <u>Permits, Rules, and Regulations</u>. RSCCD/SAC shall not be required to acquire any permit or facility use approvals at GGUSD sites.
- 9. <u>Indemnification</u>. GGUSD agrees to defend all claims of loss and to indemnify and hold harmless RSCCD and its officers, agents, employees and volunteers from any and all liability for personal injury, damages, wrongful death, or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of GGUSD or its officers, employees, volunteers or agents in the performance of this agreement.
 - RSCCD agrees to defend all claims of loss and to indemnify and hold harmless the GGUSD, and the officers, employees, and agents of each of them from any and all liability for personal injury, damages, wrongful death, or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of RSCCD or its officers, employees, or agents in the performance of this Agreement.
- 10. Insurance. GGUSD and RSCCD shall secure, provide documentation to the other upon request, and maintain at all times during the Term of the Agreement, each at their respective sole expense, the following insurance coverage forms covering both themselves and their respective employees:
 - a. Professional General Liability Insurance. Such coverage maintained by GGUSD and RSCCD may each be afforded via commercial insurance (with AM Best rating of A, VII or higher), self-insurance, a captive, or some combination thereof, at the minimum limits indicated herein. Such coverage shall be primary and non-contributory.
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.
 - c. Workers' Compensation and Employers' Liability Insurance. Such coverage provided by GGUSD and RSCCD each may be afforded via commercial insurance or self-insurance.
 - d. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: Each Occurrence \$1,000,000, General Aggregate \$3,000,000
 - e. Should any of the above-described policies be cancelled before the expiration thereof, 30-days written notice shall be delivered to the other party.
- 11. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of GGUSD or of RSCCD, nor any of the officers or employees thereof by virtue of this Agreement.
- 12. <u>Assignment</u>. This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither party shall assign nor transfer any

- of its rights, duties, or obligations under this Agreement without prior written consent of other party.
- 13. <u>Notices.</u> Any notice, communication, or delivery required to be given by this Agreement by either party to the other shall be completed by personal delivery or by first-class mail to:
 - a. GGUSD Lead Operational Administrator: Kelly McAmis, Assistant Superintendent, GGUSD, 10331 Stanford Ave. Garden Grove, CA 92840 or designee will complete this section.
 - RSCCD/SAC Lead Operational Administrator: Alicia Kruizenga, Dean of Student Affairs, Santa Ana College, 1530 W 17th St, Santa Ana, CA 92706 or designee will complete this section.
- 14. <u>Term.</u> Upon signature by both parties, this Agreement shall be in effect through June 30, 2021 and shall automatically renew for an additional and successive three (3) terms of one (1) year each, unless terminated by either party upon written notice given to the other party ninety (90) days prior to the end of the initial or a renewal term.
- 15. <u>Entire Agreement.</u> This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.
- 16. Equal Employment Opportunity. Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code § 12926, ancestry, marital status, or citizenship.
- 17. <u>Disqualified Employees</u>. Each party to this agreement shall ensure that persons who perform services on College or GGUSD property have not been convicted of any felony, any controlled substance offense, or any or any sex offense, as those terms are defined by Education Code §§ 87008-87010.

IN WITNESS WHEREOF, the parties hereto have executed this dual enrollment Agreement as of the day and year first above written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	GGOSD HIGH SCHOOL
RSCCD Board of Trustees Approval Date:	GGUSD Board of Trustees Approval Date:
Signature of Officer: Peter J. Hardash, Vice Chancellor Business Operations/Fiscal Services	Signature of Officer: Gabriela Mafi, Ed.D. Superintendent
Date of Signature:	Date of Signature:

SAC 18-077 3.3 (7) 6

Board Meeting of 02/04/19 Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

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Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check#
66901	General Fund Unrestricted	0.00	6,048.00	-6,048.00	92*0512572	92*0512572
66955	General Fund Unrestricted	0.00	2,417.82	-2,417.82	92*0513265	92*0513267
66963	General Fund Unrestricted	0.00	503.54	-503.54	92*0513479	92*0513479
66994	General Fund Unrestricted	11,071.81	0.00	11,071.81	92*0513937	92*0513985
66997	General Fund Unrestricted	7,475.66	0.00	7,475.66	92*0514002	92*0514011
66998	General Fund Unrestricted	36,422.20	0.00	36,422.20	92*0514013	92*0514026
66999	General Fund Unrestricted	2,760.06	0.00	2,760.06	92*0514028	92*0514055
67001	General Fund Unrestricted	8,440.45	0.00	8,440.45	92*0514060	92*0514062
67005	General Fund Unrestricted	150,431.19	0.00	150,431.19	92*0514078	92*0514119
67007	General Fund Unrestricted	45,474.42	0.00	45,474.42	92*0514148	92*0514167
67008	General Fund Unrestricted	143,751.27	0.00	143,751.27	92*0514168	92*0514189
67018	General Fund Unrestricted	2,281,489.18	0.00	2,281,489.18	92*0514220	92*0514272
67019	General Fund Unrestricted	6,975.42	0.00	6,975.42	92*0514287	92*0514316
67020	General Fund Unrestricted	22,559.14	0.00	22,559.14	92*0514318	92*0514349
67021	General Fund Unrestricted	44,222.94	0.00	44,222.94	92*0514351	92*0514375
67025	General Fund Unrestricted	42,662.84	0.00	42,662.84	92*0514391	92*0514422
67027	General Fund Unrestricted	36,041.98	0.00	36,041.98	92*0514430	92*0514454
67030	General Fund Unrestricted	15,486.75	0.00	15,486.75	92*0514462	92*0514510
67032	General Fund Unrestricted	6,287.13	0.00	6,287.13	92*0514517	92*0514536
67034	General Fund Unrestricted	13,231.02	6,615.51	6,615.51	92*0514560	92*0514602
Total Fund 11	General Fund Unrestricted	\$2,874,783.46	\$15,584.87	\$2,859,198.59		

Board Meeting of 02/04/19 Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

AP0020 Page: 2

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check#
66850	General Fund Restricted	0.00	495.00	-495.00	92*0511754	92*0511789
66910	General Fund Restricted	0.00	38.10	-38.10	92*0512656	92*0512662
66994	General Fund Restricted	91,983.24	0.00	91,983.24	92*0513940	92*0513991
66997	General Fund Restricted	8,484.83	0.00	8,484.83	92*0513995	92*0514012
66998	General Fund Restricted	1,047.36	0.00	1,047.36	92*0514023	92*0514027
67001	General Fund Restricted	6,464.29	0.00	6,464.29	92*0514057	92*0514064
67005	General Fund Unrestricted	1,437.90	0.00	1,437.90	92*0514118	92*0514118
67006	General Fund Restricted	60,847.59	0.00	60,847.59	92*0514120	92*0514145
67007	General Fund Restricted	1,371.88	0.00	1,371.88	92*0514147	92*0514165
67008	General Fund Restricted	24,115.17	0.00	24,115.17	92*0514170	92*0514196
67009	General Fund Restricted	917.63	0.00	917.63	92*0514197	92*0514197
67017	General Fund Restricted	773.00	0.00	773.00	92*0514218	92*0514218
67018	General Fund Restricted	46,264.51	0.00	46,264.51	92*0514219	92*0514270
67019	General Fund Restricted	11,518.26	0.00	11,518.26	92*0514273	92*0514296
67020	General Fund Restricted	414,263.73	0.00	414,263.73	92*0514319	92*0514346
67021	General Fund Restricted	2,321.42	0.00	2,321.42	92*0514350	92*0514377
67022	General Fund Restricted	21,305.80	0.00	21,305.80	92*0514378	92*0514378
67025	General Fund Restricted	266,100.74	0.00	266,100.74	92*0514392	92*0514423
67027	General Fund Restricted	21,100.73	0.00	21,100.73	92*0514431	92*0514452
67032	General Fund Restricted	63,709.69	0.00	63,709.69	92*0514518	92*0514544
67034	General Fund Restricted	4,133.08	2,066.54	2,066.54	92*0514558	92*0514603
67035	General Fund Restricted	2,820.00	0.00	2,820.00	92*0514604	92*0514606
Total Fund 12	2 General Fund Restricted	\$1,050,980.85	\$2,599.64	\$1,048,381.21		

Board Meeting of 02/04/19 Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

AP0020 Page: 3

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
66994	GF Unrestricted One-Time Func	6,969.79	0.00	6,969.79	92*0513941	92*0513971
66997	GF Unrestricted One-Time Func	3,925.06	0.00	3,925.06	92*0513999	92*0514006
66998	General Fund Unrestricted	7,250.06	0.00	7,250.06	92*0514020	92*0514020
67005	GF Unrestricted One-Time Func	904.88	0.00	904.88	92*0514076	92*0514077
67006	GF Unrestricted One-Time Func	4,654.87	0.00	4,654.87	92*0514133	92*0514146
67007	GF Unrestricted One-Time Func	11.00	0.00	11.00	92*0514156	92*0514156
67008	GF Unrestricted One-Time Func	3,515.60	0.00	3,515.60	92*0514181	92*0514192
67018	GF Unrestricted One-Time Func	602.65	0.00	602.65	92*0514242	92*0514252
67019	GF Unrestricted One-Time Func	1,049.00	0.00	1,049.00	92*0514274	92*0514274
67020	GF Unrestricted One-Time Func	40,599.59	0.00	40,599.59	92*0514317	92*0514345
67025	GF Unrestricted One-Time Func	1,751.97	0.00	1,751.97	92*0514405	92*0514405
67034	GF Unrestricted One-Time Func	284.28	142.14	142.14	92*0514573	92*0514596
Total Fund 13	 3 GF Unrestricted One-Time	\$71,518.75	\$142.14	\$71,376.61		
	_					

Board Meeting of 02/04/19 Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

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		Voided	Adjusted	Beg	End
Fund Title	Amount	Checks	Amount	Check #	Check #
Child Development Fund	0.00	275.20	-275.20	92*0512281	92*0512281
Child Development Fund	0.00	26.93	-26.93	92*0513545	92*0513545
Child Development Fund	3,800.30	0.00	3,800.30	92*0513928	92*0513936
Child Development Fund	275.20	0.00	275.20	92*0513992	92*0513992
Child Development Fund	2,667.30	1,333.65	1,333.65	92*0514070	92*0514075
Child Development Fund	130.57	0.00	130.57	92*0514199	92*0514200
Child Development Fund	3,211.45	0.00	3,211.45	92*0514207	92*0514212
Child Development Fund	23,220.06	0.00	23,220.06	92*0514381	92*0514390
Child Development Fund	2,986.27	0.00	2,986.27	92*0514424	92*0514429
Child Development Fund	498.03	0.00	498.03	92*0514545	92*0514557
Total Fund 33 Child Development Fund		\$1,635.78	\$35,153.40		
	Child Development Fund	Child Development Fund 498.03	Fund Title Amount Checks Child Development Fund 0.00 275.20 Child Development Fund 0.00 26.93 Child Development Fund 3,800.30 0.00 Child Development Fund 275.20 0.00 Child Development Fund 2,667.30 1,333.65 Child Development Fund 130.57 0.00 Child Development Fund 3,211.45 0.00 Child Development Fund 23,220.06 0.00 Child Development Fund 2,986.27 0.00 Child Development Fund 498.03 0.00	Fund Title Amount Checks Amount Child Development Fund 0.00 275.20 -275.20 Child Development Fund 0.00 26.93 -26.93 Child Development Fund 3,800.30 0.00 3,800.30 Child Development Fund 275.20 0.00 275.20 Child Development Fund 2,667.30 1,333.65 1,333.65 Child Development Fund 130.57 0.00 130.57 Child Development Fund 3,211.45 0.00 3,211.45 Child Development Fund 23,220.06 0.00 23,220.06 Child Development Fund 2,986.27 0.00 2,986.27 Child Development Fund 498.03 0.00 498.03	Fund Title Amount Checks Amount Check # Child Development Fund 0.00 275.20 -275.20 92*0512281 Child Development Fund 0.00 26.93 -26.93 92*0513545 Child Development Fund 3,800.30 0.00 3,800.30 92*0513928 Child Development Fund 275.20 0.00 275.20 92*0513992 Child Development Fund 2,667.30 1,333.65 1,333.65 92*0514070 Child Development Fund 130.57 0.00 130.57 92*0514199 Child Development Fund 3,211.45 0.00 3,211.45 92*0514207 Child Development Fund 23,220.06 0.00 23,220.06 92*0514381 Child Development Fund 2,986.27 0.00 2,986.27 92*0514424 Child Development Fund 498.03 0.00 498.03 92*0514545

Board Meeting of 02/04/19 Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

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Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66996	Capital Outlay Projects Fund	7,692.00	0.00	7,692.00	92*0513993	92*0513994
67000	Capital Outlay Projects Fund	6,300.00	0.00	6,300.00	92*0514056	92*0514056
67016	Capital Outlay Projects Fund	44,102.52	0.00	44,102.52	92*0514213	92*0514217
67023	Capital Outlay Projects Fund	1,899.71	0.00	1,899.71	92*0514379	92*0514380
67029	Capital Outlay Projects Fund	211,130.32	0.00	211,130.32	92*0514456	92*0514461
Total Fund 41 Capital Outlay Projects Fun		\$271,124.55	\$0.00	\$271,124.55		

Board Meeting of 02/04/19 Check Registers Submitted for Approval

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Checks Written for Period 01/01/19 Thru 01/22/19

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
67012	Bond Fund, Measure Q	1,052.00	526.00	526.00	92*0514201	92*0514202
67031	Bond Fund, Measure Q	1,670,875.20	0.00	1,670,875.20	92*0514511	92*0514516
Total Fund 43	3 Bond Fund, Measure Q	\$1,671,927.20	\$526.00	\$1,671,401.20		

Board Meeting of 02/04/19 Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

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			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
67003	Property and Liability Fund	2,567.50	0.00	2,567.50	92*0514067	92*0514069
67013	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0514203	92*0514203
67028	Property and Liability Fund	242.40	0.00	242.40	92*0514455	92*0514455
Total Fund 6	1 Property and Liability Fund	\$5,932.05	\$0.00	\$5,932.05		

Board Meeting of 02/04/19 Check Registers Submitted for Approval

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Checks Written for Period 01/01/19 Thru 01/22/19

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67002	Workers' Compensation Fund	54,238.20	27,119.10	27,119.10	92*0514065	92*0514066
67010	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0514198	92*0514198
Total Fund 6		\$56,075.70	\$27,119.10	\$28,956.60		

Board Meeting of 02/04/19 Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

AP0020

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67014	Student Financial Aid Fund	76,869.00	0.00	76,869.00	92*0514204	92*0514206
Total Fund 7	4 Student Financial Aid Fund	\$76,869.00	\$0.00	\$76,869.00		

Board Meeting of 02/04/19 Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

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SUMMARY

Total Fund 11 General Fund Unrestricted	2,859,198.59
Total Fund 12 General Fund Restricted	1,048,381.21
Total Fund 13 GF Unrestricted One-Time Fund	71,376.61
Total Fund 33 Child Development Fund	35,153.40
Total Fund 41 Capital Outlay Projects Fund	271,124.55
Total Fund 43 Bond Fund, Measure Q	1,671,401.20
Total Fund 61 Property and Liability Fund	5,932.05
Total Fund 62 Workers' Compensation Fund	28,956.60
Total Fund 74 Student Financial Aid Fund	76,869.00
Grand Total:	\$6,068,393.21

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Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 02/04/19

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AP0025

Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1901105	SAC Diversified Agency Fund	6,441.19	0.00	6,441.19	1A*0001529	1A*0001536
1A1901212	SAC Diversified Agency Fund	6,723.26	0.00	6,723.26	1A*0001537	1A*0001542
1A1901319	SAC Diversified Agency Fund	11,714.10	0.00	11,714.10	1A*0001543	1A*0001551
1A1901422	SAC Diversified Agency Fund	587.28	0.00	587.28	1A*0001552	1A*0001553
Total 1A SAC	Diversified Agency Fund	\$25,465.83	\$0.00	\$25,465.83		

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Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 02/04/19

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AP0025

Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B1901212	SAC Bookstore Fund	33,945.93	0.00	33,945.93	1B*0001499	1B*0001519
1B1901319	SAC Bookstore Fund	55,780.96	11,748.00	44,032.96	1B*0001520	1B*0001535
Total 1B SAC	Bookstore Fund	\$89,726.89	\$11,748.00	\$77,978.89		

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 02/04/19

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AP0025

Check Registers Submitted for Approval

Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S1901212	SAC Associated Students Fund	3,091.50	2,576.25	515.25	1S*0001255	1S*0001260
1S1901422	SAC Associated Students Fund	1,525.37	0.00	1,525.37	1S*0001261	1S*0001267
Total 1S SAC	Associated Students Fund	\$4,616.87	\$2,576.25	\$2,040.62		

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 02/04/19

Check Registers Submitted for Approval

AP0025

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Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check#	End Check #
1T1901105	SAC Diversified Trust Fund	3,458.65	0.00	3,458.65	1T*0001322	1T*0001326
1T1901212	SAC Diversified Trust Fund	6,370.18	0.00	6,370.18	1T*0001327	1T*0001335
1T1901319	SAC Diversified Trust Fund	55,504.27	0.00	55,504.27	1T*0001336	1T*0001346
1T1901422	SAC Diversified Trust Fund	400.00	0.00	400.00	1T*0001347	1T*0001348
Total 1T SAC	Diversified Trust Fund	\$65,733.10	\$0.00	\$65,733.10		

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Board Meeting of 02/04/19

Check Registers Submitted for Approval

Page: 5 Checks Written for Period 01/01/19 Thru 01/22/19

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SUMMARY

Total Fund 1A SAC Diversified Agency Fund	25,465.83
Total Fund 1B SAC Bookstore Fund	77,978.89
Total Fund 1S SAC Associated Students Fun-	2,040.62
Total Fund 1T SAC Diversified Trust Fund	65,733.10
Grand Total:	\$171,218.44

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Board Meeting of 02/04/19

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Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A1901105	SCC Diversified Agency Fund	1,320.00	0.00	1,320.00	2A*0001247	2A*0001247
2A1901212	SCC Diversified Agency Fund	1,293.07	0.00	1,293.07	2A*0001248	2A*0001249
2A1901319	SCC Diversified Agency Fund	1,728.15	0.00	1,728.15	2A*0001250	2A*0001253
Total 2A SCC	Diversified Agency Fund	\$4,341.22	\$0.00	\$4,341.22		

Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 02/04/19

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Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1901105	SCC Bookstore Fund	49,290.47	792.00	48,498.47	2B*0001359	2B*0001365
2B1901212	SCC Bookstore Fund	5,999.30	792.00	5,207.30	2B*0001366	2B*0001372
2B1901319	SCC Bookstore Fund	13,322.77	0.00	13,322.77	2B*0001373	2B*0001381
Total 2B SCC	Bookstore Fund	\$68,612.54	\$1,584.00	\$67,028.54		

Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 02/04/19

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Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C1901105	SCC Community Education Fund	883.63	0.00	883.63	2C*0001091	2C*0001094
2C1901319	SCC Community Education Fund	6,331.92	0.00	6,331.92	2C*0001095	2C*0001096
Total 2C SCC	Community Education Fund	\$7,215.55	\$0.00	\$7,215.55		

Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 02/04/19

Check Registers Submitted for Approval

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Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2R1901319	SCC Represenation Fee Fund	3,591.00	0.00	3,591.00	2R*0001008	2R*0001008
Total 2R SCC Represenation Fee Fund		\$3,591.00	\$0.00	\$3,591.00		

Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 02/04/19

Check Registers Submitted for Approval

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Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #	
2S1901105	SCC Associated Students Fund	7,700.00	1,500.00	6,200.00	2S*0001170	2S*0001175	
2S1901212	SCC Associated Students Fund	659.46	0.00	659.46	2S*0001176	2S*0001178	
Total 2S SCC	Associated Students Fund	\$8,359.46	\$1,500.00	\$6,859.46			

Board Meeting of 02/04/19

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Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Check Registers Submitted for Approval Checks Written for Period 01/01/19 Thru 01/22/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1901105	SCC Diversified Trust Fund	2,167.39	0.00	2,167.39	2T*0001144	2T*0001147
2T1901212	SCC Diversified Trust Fund	1,838.91	0.00	1,838.91	2T*0001148	2T*0001159
2T1901319	SCC Diversified Trust Fund	332.46	0.00	332.46	2T*0001160	2T*0001161
Total 2T SCC Diversified Trust Fund		\$4,338.76	\$0.00	\$4,338.76		

Bank Code: 2A, 2B, 2C, 2R, 2S, 2T

Board Meeting of 02/04/19

Check Registers Submitted for Approval Page: 7

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Checks Written for Period 01/01/19 Thru 01/22/19

SUMMARY

Grand Total:	\$93,374.53
Total Fund 2T SCC Diversified Trust Fund	4,338.76
Total Fund 2S SCC Associated Students Fun	6,859.46
Total Fund 2R SCC Represenation Fee Fund	3,591.00
Total Fund 2C SCC Community Education Fι	7,215.55
Total Fund 2B SCC Bookstore Fund	67,028.54
Total Fund 2A SCC Diversified Agency Fund	4,341.22

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BUDGET BOARD REPORT From 01/03/2019 To 01/22/2019

From 01/03/2019 To 01/22/2019 Board Meeting on 01/23/2019

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 TRA	NSFERS	From	То
Fund 11: Gene	eral Fund Unrestricted		
2000	CLASSIFIED SALARIES		9
3000	EMPLOYEE BENEFITS		225
4000	SUPPLIES & MATERIALS		6,700
5000	OTHER OPERATING EXP & SERVICES	6,839	
6000	CAPITAL OUTLAY	95	
Total Transfer	Fund 11	\$6,934	\$6,934
Fund 12: Gen	eral Fund Restricted		
1000	ACADEMIC SALARIES		26,037
2000	CLASSIFIED SALARIES	29,736	
3000	EMPLOYEE BENEFITS		1,564
4000	SUPPLIES & MATERIALS		8,154
5000	OTHER OPERATING EXP & SERVICES	34,771	
6000	CAPITAL OUTLAY		40,718
7000	OTHER OUTGO	1,696	
7900	RESERVE FOR CONTINGENCIES	10,270	
Total Transfer	Fund 12	\$76,473	\$76,473
Fund 13: GF L	Inrestricted One-Time Funds		
1000	ACADEMIC SALARIES		4,000
2000	CLASSIFIED SALARIES		5,088
3000	EMPLOYEE BENEFITS		22,648
4000	SUPPLIES & MATERIALS		3,787
5000	OTHER OPERATING EXP & SERVICES		1,233
6000	CAPITAL OUTLAY		4,500
7900	RESERVE FOR CONTINGENCIES	41,256	
Total Transfer	Fund 13	\$41,256	\$41,256
Fund 31: Boo	kstore Fund		
5000	OTHER OPERATING EXP & SERVICES		20,000
6000	CAPITAL OUTLAY		10,000
7900	RESERVE FOR CONTINGENCIES	30,000	
Total Transfer	Fund 31	\$30,000	\$30,000
Fund 41: Capi	tal Outlay Projects Fund		
6000	CAPITAL OUTLAY		300,000
7900	RESERVE FOR CONTINGENCIES	300,000	
Total Transfer	Fund 41	\$300,000	\$300,000
Fund 72: Rep	resentation Fee Trust Fund		
5000	OTHER OPERATING EXP & SERVICES		6,399
7900	RESERVE FOR CONTINGENCIES	6,399	
Total Transfer	Fund 72	\$6,399	\$6,399
		• •	•

Fund 79: Diversified Trust Fund

From 01/03/2019 To 01/22/2019 Board Meeting on 01/23/2019

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 TRA	NSFERS	From	То
2000	CLASSIFIED SALARIES		3,000
3000	EMPLOYEE BENEFITS		550
4000	SUPPLIES & MATERIALS		3,800
5000	OTHER OPERATING EXP & SERVICES		57,800
6000	CAPITAL OUTLAY		3,000
7000	OTHER OUTGO		3,000
7900	RESERVE FOR CONTINGENCIES	71,150	
Total Transfer	Fund 79	\$71,150	\$71,150
BUDGET INCR	REASES AND DECREASES	Revenue	Appropriation
Fund 12: Gene	eral Fund Restricted		
8600	STATE REVENUES	12,000,000	
8800	LOCAL REVENUES	2,770	
2000	CLASSIFIED SALARIES		163,384
3000	EMPLOYEE BENEFITS		97,335
4000	SUPPLIES & MATERIALS		300
5000	OTHER OPERATING EXP & SERVICES		11,741,751
Total Transfer	Fund 12	\$12,002,770	\$12,002,770
Fund 33: Child	I Development Fund		
8100	FEDERAL REVENUES	2,162,623	
1000	ACADEMIC SALARIES		727,931
2000	CLASSIFIED SALARIES		410,455
3000	EMPLOYEE BENEFITS		600,912
4000	SUPPLIES & MATERIALS		29,495
5000	OTHER OPERATING EXP & SERVICES		184,719
7000	OTHER OUTGO		209,111
Total Transfer	Fund 33	\$2,162,623	\$2,162,623
Fund 74: Stud	ent Financial Aid Fund		
8600	STATE REVENUES	(2,000)	
7000	OTHER OUTGO		(2,000)
Total Transfer	Fund 74	\$(2,000)	\$(2,000)
Fund 79: Dive	rsified Trust Fund		
8900	OTHER FINANCING SOURCES	40,000	
5000	OTHER OPERATING EXP & SERVICES		40,000
Total Transfer	Fund 79	\$40,000	\$40,000

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.

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From 01/03/2019 To 01/22/2019 Board Meeting on 01/23/2019

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	То
Fund 12: Genera	al Fund Restricted		
B024950	01/09/19		
5000 6000	OTHER OPERATING EXP & SERVICES CAPITAL OUTLAY	64,380	64,380
Total Reference	ce B024950	\$64,380	\$64,380
Reason:	Special Project Adjustment	,	
Description:	B104/B106 BsnClsrm desks/chair		
B024953	01/09/19		
1000	ACADEMIC SALARIES		8,303
3000	EMPLOYEE BENEFITS		1,967
7900	RESERVE FOR CONTINGENCIES	10,270	
Total Reference		\$10,270	\$10,270
Reason:	Special Project Adjustment Tx cntngcy rsvs:Fnd HlthCtr crdntrs Sp19 Intrcsn LHE		
Description: B024972	01/11/19		
2000	CLASSIFIED SALARIES	25.200	
5000	OTHER OPERATING EXP & SERVICES	25,308	25,308
Total Reference		\$25,308	\$25,308
Reason:	Special Project Adjustment	420,000	420,000
Description:	CntrcdSvcsGvrnceCncl'19Rtrt		
Fund 13: GF Uni	restricted One-Time Funds		
B024963	01/10/19		
3000	EMPLOYEE BENEFITS		21,256
7900	RESERVE FOR CONTINGENCIES	21,256	
Total Reference	ce B024963	\$21,256	\$21,256
Reason:	Special Project Adjustment		
Description:	Fringe benefits not allowed on eLuemen grant		
B025010	01/18/19		
5000	OTHER OPERATING EXP & SERVICES	00.000	20,000
7900	RESERVE FOR CONTINGENCIES	20,000	****
Total Reference Reason:	ce B025010 Adjustment	\$20,000	\$20,000
Description:	OneTimeAwrd:model UN Sprng Trnmts&Ntls		
Fund 31: Books	· -		
B024979	01/14/19		
5000	OTHER OPERATING EXP & SERVICES		20,000
6000	CAPITAL OUTLAY		10,000
7900	RESERVE FOR CONTINGENCIES	30,000	
Total Reference	ce B024979	\$30,000	\$30,000
Reason:	Adjustment		
Description:	Adj bgts cvr upcmg exps 18/19		

Fund 41: Capital Outlay Projects Fund

4.2 (3)

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From 01/03/2019 To 01/22/2019 Board Meeting on 01/23/2019

BUDGET TRANSFERS		From	То
B024955	01/10/19		
6000	CAPITAL OUTLAY		300,000
7900	RESERVE FOR CONTINGENCIES	300,000	
Total Referen	ce B024955	\$300,000	\$300,000
Reason:	New Budget		
Description:	SCC StartUpLndscpngEqpmt		
Fund 72: Repres	sentation Fee Trust Fund		
B024983	01/14/19		
5000	OTHER OPERATING EXP & SERVICES		6,399
7900	RESERVE FOR CONTINGENCIES	6,399	
Total Reference		\$6,399	\$6,399
Reason:	Special Project Adjustment		
Description:	Adj bgts cvr upcmg exps 18/19		
Fund 79: Divers	-		
B024951	01/09/19		
5000	OTHER OPERATING EXP & SERVICES		50,000
7900	RESERVE FOR CONTINGENCIES	50,000	
Total Reference		\$50,000	\$50,000
Reason:	Special Project Adjustment		
Description:	Fnd 2 Foundtn accts		
B024980	01/14/19		
5000	OTHER OPERATING EXP & SERVICES	7.000	7,600
7900	RESERVE FOR CONTINGENCIES	7,600	
Total Reference		\$7,600	\$7,600
Reason:	Special Project Adjustment Ads bgts upcmg exps 18/19		
Description:			
B024981	01/14/19		0.000
2000 3000	CLASSIFIED SALARIES EMPLOYEE BENEFITS		3,000 550
4000	SUPPLIES & MATERIALS		800
5000	OTHER OPERATING EXP & SERVICES	3,800	000
6000	CAPITAL OUTLAY	0,000	3,000
7900	RESERVE FOR CONTINGENCIES	3,550	•
Total Referen	ce B024981	\$7,350	\$7,350
Reason:	Special Project Adjustment		
Description:	Adj bgts upcmg exps 18/19		
B025012	01/18/19		
4000	SUPPLIES & MATERIALS		3,000
5000	OTHER OPERATING EXP & SERVICES		4,000
7000	OTHER OUTGO		3,000
7900	RESERVE FOR CONTINGENCIES	10,000	
Total Referen		\$10,000	\$10,000
Reason:	Special Project Adjustment		
Description:	UnrstrctdAuxCntrbtns SAC-SCE		
BUDGET INCRE	ASES AND DECREASES	Revenue	Appropriation
Fund 12: Genera	al Fund Restricted		

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4.2 (4)

From 01/03/2019 To 01/22/2019 Board Meeting on 01/23/2019

BUDGET INCRE	ASES AND DECREASES	Revenue	Appropriation
B024952	01/09/19		
8600	STATE REVENUES	12,000,000	
2000	CLASSIFIED SALARIES	:=,000,000	72,461
3000	EMPLOYEE BENEFITS		42,550
4000	SUPPLIES & MATERIALS		300
5000	OTHER OPERATING EXP & SERVICES		11,884,689
Total Reference		\$12,000,000	\$12,000,000
Reason:	New Budget	Ψ12,000,000	Ψ12,000,000
Description:	RSCCD-FiscalAgnt:K12 SWP		
	-		
B024967	01/11/19		
8600	STATE REVENUES	(150,000)	
5000	OTHER OPERATING EXP & SERVICES		(150,000)
Total Reference	ce B024967	\$(150,000)	\$(150,000)
Reason:	Special Project Adjustment		
Description:	PJ2225-SCC ErlyClgPthwys		
B024968	01/11/19		
8600	STATE REVENUES	150,000	
2000	CLASSIFIED SALARIES		90,923
3000	EMPLOYEE BENEFITS		54,785
5000	OTHER OPERATING EXP & SERVICES		4,292
Total Reference		\$150,000	\$150,000
Reason:	New Budget	Ψ100,000	Ψ100,000
Description:	SCC ErlyClgPthwys prjct2225		
-			
•	Development Fund		
B025005	01/17/19		
8100	FEDERAL REVENUES	43,536	
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		42,536
Total Reference	ce B025005	\$43,536	\$43,536
Reason:	New Budget		
Description:	SP1294EHS TTA		
B025006	01/17/19		
8100	FEDERAL REVENUES	199,979	
2000	CLASSIFIED SALARIES		28,968
3000	EMPLOYEE BENEFITS		9,230
5000	OTHER OPERATING EXP & SERVICES		7,691
7000	OTHER OUTGO		154,090
Total Reference		\$199,979	\$199,979
Reason:	New Budget	\$155,515	¥ 100,010
Description:	SP1247 CCAMPIS-SAC YR. 1		
_			
B025007	01/18/19	50.440	
8100	FEDERAL REVENUES	58,149	0.440
2000	CLASSIFIED SALARIES		2,413
3000	EMPLOYEE BENEFITS		715
7000	OTHER OUTGO		55,021
Total Reference		\$58,149	\$58,149
Reason:	New Budget		
Description:	SP1236-CCAMPIS SCC YR.1		

From 01/03/2019 To 01/22/2019 Board Meeting on 01/23/2019

BUDGET INCRE	BUDGET INCREASES AND DECREASES Revenue		Appropriation
B025008	01/18/19		
8100	FEDERAL REVENUES	1,860,959	
1000	ACADEMIC SALARIES		727,931
2000	CLASSIFIED SALARIES		379,074
3000	EMPLOYEE BENEFITS		590,967
4000	SUPPLIES & MATERIALS		28,495
5000	OTHER OPERATING EXP & SERVICES		134,492
Total Referen	ce B025008	\$1,860,959	\$1,860,959
Reason:	New Budget		
Description:	SP1293, EHS Op.		
Fund 79: Divers	ified Trust Fund		
B024982	01/14/19		
8900	OTHER FINANCING SOURCES	40,000	
5000	OTHER OPERATING EXP & SERVICES		40,000
Total Referen	ce B024982	\$40,000	\$40,000
Reason:	Adjustment		
Description:	Adj bgts upcmg exps 18/19		

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

4.2 (6)

Page: 5 of 5

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Nonresident Fees for 2019-20	
Action:	Request for Approval	

BACKGROUND

Education Code §76140, amended by Assembly Bill No. 3255 approved on September 18, 2018, requires the Board of Trustees to establish the tuition fee for nonresidents prior to March 1 each year. The District is also authorized under Education Code §76141, amended by Assembly Bill No. 947 approved on October 11, 2009, to charge any nonresident student an amount not to exceed the amount that was expended by the District for capital outlay costs in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50% of the nonresident tuition fee established by the District and the funds must be expended for capital outlay purposes. Education Code §76142 allows districts to charge a processing fee (application fee) to nonresident students who are both citizens and residents of a foreign country an amount not to exceed the actual cost of processing an application and other documentation required by the federal government or \$100 whichever is less (the colleges currently charge \$25). These fees are in addition to other student enrollment fees charged to resident students.

ANALYSIS

Using total 2017-18 District expenditures for education and applying the allowed two-year inflation factor of 4.7% results in a calculated cost of \$247 per unit or \$270 per unit for credit only. The regulations regarding nonresident tuition fee calculations allow districts to charge its calculated per-unit rate or one of the following per-unit rates:

		2018-19	<u>2019-20</u>
1	The District's computed cost of education	\$260	\$247
2	The District's computed cost of education (credit-only)	\$287	\$270
3	The statewide average cost	\$258	\$265
4	Highest statewide average cost	\$258	\$265
5	Up to the level charged by any contiguous district	\$258	\$TBD
6	Up to the preceding fiscal year average rate of 12 comparable	\$424	\$414
	states based on cost of living		

The District's current calculated cost or maximum rate for capital outlay purposes is \$42 per unit based on 2017-18 actual capital outlay costs. For 2018-19 the District charged \$258 per unit for nonresident tuition and \$35 per unit for capital outlay, for a total of \$293. For 2019-20,

the District is proposing to charge the statewide average rate of \$265 per unit for nonresident tuition and a capital outlay fee of \$35, for a total of \$300. This represents a total increase of \$7 per unit, or 2.4%. In addition, the campuses propose that the application fee remain unchanged at the current rate of \$25. Various exemptions to these fees are provided in the law under Education Code §68130.5 and §76140 et seq.

RECOMMENDATION

It is recommended that the Board of Trustees establish the nonresident tuition fee at \$265 per unit, the capital outlay fee at \$35 per unit, and the application fee at \$25 for 2019-20 as presented.

Fiscal Impact:	Estimated \$3.7 million in Fee Revenue	Board Date: February 4, 2019	
Prepared by:	Prepared by: Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services		
Submitted by:	Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by: Raúl Rodríguez, Ph.D., Chancellor			

MEMORANDUM



December 21, 2018

FS18-09 | Via Email

TO: Chief Business Officers

Chief Instructional Officers

FROM: Wrenna Finche, Director

Fiscal Standards and Accountability Unit

RE: 2019-20 Nonresident Tuition and Capital Outlay Fees

Education Code section 76140 requires each district governing board to establish the nonresident tuition fee for the succeeding fiscal year. Recent legislation, <u>AB 3255</u>, signed into law September 18, 2018, extended the adoption date for the nonresident tuition fee from February 1 to March 1. In this memorandum, the options, which previously have been titled Option 1 through 7, have been renamed to align with existing statutes.

Nonresident Tuition Fee

Education Code section 76140 specifies seven options to determine the nonresident tuition fee. The options are described below:

- Option A.1 District Average Cost
 - The district expense of education in the preceding fiscal year increased by the projected percent increase in the Consumer Price Index divided by district total FTES in the preceding fiscal year.
- Option A.2- District Average Cost with 10 Percent or More Noncredit FTES
 - If noncredit FTES is equal to or greater than 10 percent of total FTES, the district expense of credit education in the preceding fiscal year increased by the projected percent increase in the Consumer Price Index divided by district total credit FTES in the preceding fiscal year.
- Option B.1 Statewide Average Cost
 - The statewide expense of education in the preceding fiscal year increased by the projected percent increase in the Consumer Price Index divided by statewide total full-time equivalent students (FTES) in the preceding fiscal year.
- Option B.2 Highest Statewide Average Cost
 - The highest amount calculated pursuant to Option B.1 for the succeeding fiscal year, current fiscal year, or past four fiscal years.
- Option C Contiguous District
 - An amount not to exceed the fee established by the governing board of any contiguous district.

2019-20 Nonresident Fees

December 14, 2018

- Option D Between Statewide Average Expense of Education and District Expense of Education
 - Fees adopted must be greater than statewide average expense of education and less than the district expense of education.
- Option E Comparable States Average
 - No greater than the 2017-18 average nonresident tuition fees of public community colleges in at least 12 states comparable to California in cost of living.

As a reminder, if a district chooses to adopt Options B.2 or E, existing law requires districts to use the additional revenue generated by the increased nonresident tuition to expand and enhance services to resident students. In no event shall the admission of nonresident students come at the expense of resident enrollment.

Nonresident Capital Outlay Fee

Pursuant to Education Code section 76141, a district may charge a capital outlay fee to nonresident students, other than those with exemptions for nonresident fees pursuant to AB 540. The nonresident capital outlay fee is calculated as the lesser of (1) the district capital outlay expenditures in the preceding fiscal year divided by total FTES or (2) fifty percent of the nonresident tuition fee adopted pursuant to Education Code section 76140.

Processing Fee for Students from Foreign Countries

Education Code section 76142 states a district may charge nonresident applicants who are both citizens and residents of a foreign country a processing fee not to exceed the lesser of (1) the actual cost of processing an application and other documentation required by the federal government or (2) \$100. This fee may be deducted from the tuition fee at the time of enrollment.

Exemptions

There are various exemptions to the fees described above. To learn more about these exemptions, refer to <u>Education Code sections 76140 through 76143</u>, the document titled <u>Residency For Tuition Purposes- General Overview (revised September 5, 2018)</u>, and the Chancellor's Office's <u>Legal Opinion 04-15</u> and <u>Legal Advisory 18-02</u>.

Tuition Fee Worksheet

The attached worksheet provides data for the computation of the nonresident tuition and capital outlay fees. This year, the worksheet has been converted to an Excel format.

Action Requested/Contact Information

Submit the attached worksheet to the Chancellor's Office by **Friday March 15, 2019** via email to <u>fiscalstandards@cccco.edu</u>. If you have questions about this memo, please contact <u>fiscalstandards@cccco.edu</u>.

ATTACHMENT: FS18-09 Supplement 2019-20 Nonresident Fee Worksheet

	onresident Tuition and Capital Outlay Fee Worksheet		
District:	Rancho Santiago Community College District		
Геrm:	Semester		
	nt Tuition Fee Options		
A.1	District Average Cost		
	A. District Expense of Education for Base Year	\$	212,240,447
	B. District Annual Total FTES	\$	30,045
	C. Average Expense of Education per FTES (A/B) U.S. Consumer Price Index Compound Factor	Ф	7,064 1.0470
	E. Average Cost per FTES for Tuition Year (C x D)		7,396
	F. Nonresident Tuition Fee per Semester Unit (E/30)		247
A.2	District Average Cost with 10 Percent or More Noncredit FTES		
	Noncredit FTES percent of Total		20.2%
	A. District CREDIT ONLY Expense of Education for Base Year	\$	185,309,202
	B. Annual Attendance FTES		23,971
	C. Average Expense of Education per FTES (A/B)	\$	7,731
	D. U.S. Consumer Price Index Compound Factor		1.0470
	E. Average Cost per FTES for Tuition Year (C x D)		8,094
	F. Nonresident Tuition Fee per Semester Unit (E/30)		270
B.1	Statewide Average Cost		
	A. Statewide Expense of Education for Base Year		9,001,861,299
	B. Statewide Annual Total FTES	_	1,183,931
	C. Average Expense of Education per FTES (A/B)	\$	7,603
	D. U.S. Consumer Price Index Compound Factor E. Average Cost per FTES for Tuition Year (C x D)		1.0470 7,961
	F. Nonresident Tuition Fee per Semester Unit (E/30)	\$	265
B.2	Highest Statewide Average Cost		
D.Z	Highest year of the succeeding, current, and 4 prior years.		2019-20
	Nonresident Tuition Fee per Semester Unit	\$	265
С	Contiguous District		
	Contiguous District		
	Maximum Fee (Contiguous District Nonresident Tution Fee)		
	Nonresident Tuition Fee per Semester Unit		
D	Between Statewide Average Expense of Education and District Expense of Education		
	Minimum (Option B.1 - Statewide Average Cost) per Semester Unit	\$	265
	Maximum (District Total Expense of Education)	\$	212,240,447
	Nonresident Tuition Fee per Semester Unit		
E	Comparable States Average		
	Nonresident Tuition Fee per Semester Unit	\$	414
Nonreside	nt Capital Outlay Fee		
	A. Capital Outlay expense for 2017-18	\$	37,832,138
	B. FTES for 2017-18		30,045
	C. Capital outlay expense per FTES (A/B)	\$	1,259
	D. Capital Outlay Fee per Semester Unit (C/30) E. Adopted 2019-20 Nonresident Tuition Fee	\$ \$	41.97 265
	F. 50% of Adopted 2019-20 Nonresident Tuition Fee	\$ \$	133
	G. Maximum 2019-20 Nonresident Capital Outlay Fee (lesser of D or F)	φ \$	42

	California Community Colleges		
	2019-20 Nonresident Tuition and Capital Outlay Fee		
	Rancho Santiago Community College District		
The	district governing board has established Nonresident Fees as shown below.		
Adoption Date:	2/4/2019		
Nonresident Tui	tion Fee		
	Basis for Adoption (Select one)	Fee	
	A.1 - District Average Cost		
	A.2 - District Average Cost with 10 Percent or More Noncredit FTES		
X	B.1 - Statewide Average Cost	\$	265
	B.2 - Highest Statewide Average Cost		
	C - Contiguous District		
	D - Between Statewide Average Expense of Education & District Expense of Education		
	E - Comparable States Average		
Nonresident Cap	oital Outlay		
	Maximum Nonresident Capital Outlay Fee is \$ 42		
X	Nonresident Capital Outlay Fee	\$	35
<u></u>			
Contact Informa	tion		
Ciamatuna			
Signature:			
Name:	Adam O'Connor		
Title:	Assistant Vice Chancellor of Fiscal Services		
Phone:	(714) 480-7320		
Email:	OConnor_Adam@rsccd.edu		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: February 4, 2019
Re:	Approval of the Quarterly Financial Status Report (CO December 31, 2018	CFS-311Q) for period ended
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 second quarter in fiscal year 2018-19 ended December 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 six months covered in this report, the District has recognized 45.5% of budgeted revenues and other financing sources and 45.3% 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 December 31, 2018 as presented.

Fiscal Impact:	Not Applicable	Board Date: February 4, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	tted 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 2018-2019

District: (870) Rancho Santiago Community College

Quarter Ended: December 31, 2018

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

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
	Actual	Actual	Actual	Projected
Revenues:				
Unrestricted General Fund Revenues				
(Objects 8100, 8600, and 8800)	188,116,801	176,493,320	184,723,668	194,398,998
Other Financing Sources				
(Objects 8900)	8,449	148,482	9,143	12,755
Total Unrestricted Revenues	188,125,250	176,641,802	184,732,811	194,411,753
Expenditures:				
(Objects 1000-6000)	160,363,539	168,922,219	176,673,046	186,987,452
Other Outgo				
(Objects 7100, 7200, 7300, 7400, 7500, 7600)	16,744,553	9,399,551	5,410,869	5,162,170
Total Unrestricted Expenditures	177,108,092	178,321,770	182,083,915	192,149,622
Revenues Over(Under)Expenditures	11,017,158	(1,679,968)	2,648,896	2,262,131
Fund Balance, Beginning	25,917,127	36,934,285	35,254,317	37,903,213
Prior Year Adjustments + (-)	0	0	0	0
Adjusted Fund Balance, Beginning	25,917,127	36,934,285	35,254,317	37,903,213
Fund Balance, Ending	36,934,285	35,254,317	37,903,213	40,165,344
% of GF Balance to GF Expenditures	20.9%	19.8%	20.8%	20.9%

II. Annualized Attendance FTES:

Annualized FTES	2015-16	2016-17	2017-18	2018-19
(Excluding apprentices and non-residents)	28,901	27,517	29,379	26,349

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

	2015-16	2016-17	2017-18	2018-19
General Fund Cash Balance				
(Excluding Borrowed Funds)	52,438,278	68,483,176	71,240,660	109,806,545

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

	Adopted	Annual	Year-to-Date	Percentage
Description	Budget	Current	Actuals	Ū
·		Budget		
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues				
(Objects 8100, 8600, 8800)	185,634,134	194,398,998	88,445,686	45.5%
Other Financing Sources				
(Objects 8900)	5,000	5,000	12,755	255.1%
Total Unrestricted Revenues	185,639,134	194,403,998	88,458,441	45.5%
Expenditures:				
Unrestricted General Fund Expenditures				
(Objects 1000-6000)	182,412,593	186,987,452	85,361,835	45.7%
Other Outgo				
(Objects 7100, 7200, 7300, 7400, 7500, 7600)	3,750,000	5,162,170	1,638,518	31.7%
Total Unrestricted Expenditures	186,162,593	192,149,622	87,000,353	45.3%
Revenues Over(Under) Expenditures	(523,459)	2,254,376	1,458,088	
Adjusted Fund Balance, Beginning	37,903,213	37,903,213	37,903,213	
Fund Balance, Ending	37,379,754	40,157,589	39,361,301	
% of UGF Fund Balance to UGF Expenditures	20.1%	20.9%		

lude incidence (3.546% 1.894% emic	Classified/Co	1.546% 2.710% onfidential	
Acad otal Salary Cost Incre 1,967,407 1,894,785 alary and bene reserves from Coude incidence on budgeted reve	3.546% 1.894% emic ase effit increases, COLA and fund to the foliage of expendences or expendenc	537,633 2,204,288 Classified/Co Total Salary Cost Incre 136,309 1,639,467 balance.	1.546% 2.710% onfidential	
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1,967,407 1,894,785 alary and bene reserves from (lude incidence on budgeted reve NO	fit increases, COLA and fund to of long-term debenues or expend	136,309 1,639,467 balance.	ease	
1,894,785 alary and bene reserves from (lude incidence on budgeted reve	COLA and fund be found the follong-term debenues or expend	1,639,467		
alary and bene reserves from (lude incidence on budgeted reve NO	COLA and fund be found the follong-term debenues or expend	balance.		
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reserves from (lude incidence on budgeted reve NO	COLA and fund be found the follong-term debenues or expend	ot,		
	es of evolanation	on if needed)		
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NO[X]		
NO	X]		
Rancho Santia	go Community	y College Distri	ct	
further certify that neeting specified	at this report was below, afforded	the opportunity to	at the governing	g board
-	District Chief F	vecutive Officer		Date
1	meeting specified entered into the n	meeting specified below, afforded entered into the minutes of that me	· · · · · · · · · · · · · · · · · · ·	

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

To:	Board of Trustees	Date: February 4, 2019
Re:	Quarterly Investment Report as of December 31, 2018	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended December 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 December 31, 2018 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended December 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 December 31, 2018.

As LAIF is currently paying 2.4% interest, greater than the County interest rate of 2%, the District is evaluating the possibility of transferring additional funds to LAIF.

All investments for the quarter ended December 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 December 31, 2018 is presented as information.

Fiscal Impact:	None	Board Date: February 4, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Cha	ancellor, Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Busin	ness Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Community College District Statement of Cash December 31, 2018

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	46,705,438	2.00%	Oct - Dec	13.27%
Bond Sinking Funds	31,292,625	2.00%	Oct - Dec	8.89%
All Other Funds	263,391,868	2.00%	Oct - Dec	74.84%
Local Agency Investment Fund (LAIF)	155,821	2.40%	Oct - Dec	0.04%
Revolving Fund, Refundable Deposits and Cash in Banks	10,390,092	0.50%	Oct - Dec	2.95%
	351,935,844			100.00%

Rancho Santiago Community College District

Cash Position December 31, 2018

	_	RSCCD Fund	Cash in County	Cash in County- Perkins	Cash in County - Cal Grants	Restricted Cash for GO Bonds	Cash Clearing	Revolving Cash	Cash with Fiscal Agent	LAIF	Fund Total
			9110	9111	9112	9119	912X	9130	9135	9150	
General Fund (11 & 12 & 13)	1	11/12/13	100,250,141				9,456,404	100,000			109,806,545
Child Development Fund	12	33	953,781				399,957				1,353,738
Bond Fund Measure Q	23	43	46,705,437				1				46,705,438
Bond Int & Red Fund	31	21-24				31,292,625					31,292,625
Capital Outlay Projects Fund	40	41	79,014,407								79,014,407
Workers' Compensation Fund	68	62	10,344,926				18,644		82,378		10,445,948
Property and Liability Fund	70	61	4,891,232						25,000		4,916,232
Retiree Benefits Fund	71	63	64,974,583							155,821	65,130,404
Student Financial Aid	74	74	2,951,022	11,777			307,708				3,270,507
	Tot	tals	310,085,529	11,777	-	31,292,625	10,182,714	100,000	107,378	155,821	351,935,844



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



INTERDEPARTMENTAL COMMUNICATION

Date: January 15, 2019

To: Supervisor Lisa Bartlett, Chairwoman

Supervisor Michelle Steel, Vice-Chair

Supervisor Andrew Do Supervisor Doug Chaffee

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

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

Attached please find the Treasurer's Investment Report for the County of Orange for the month ended December 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.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of December 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 Treasurer established three short-term funds, the Orange County Money Market Fund (OCMMF), the Orange County Educational Money Market Fund (OCEMMF), 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 September 19, 2018, reaffirmed their highest rating of AAAm on the OCMMF and the OCEMMF. The County Treasurer also established the Extended Fund that is generally invested to meet longer-term cash needs up to five years. 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 OCMMF and the OCEMMF is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 19 and 48, 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% (2.32), and the duration is currently at .99. The 2019 IPS provides that all pools, except short-term pools, shall have a maximum duration of 1.5 years. The investments in all of the funds are marked to market daily to calculate the daily fair 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 December 2018, the job market added 312,000 new jobs, and November's job numbers were revised upward by 21,000 to 176,000. The U.S. unemployment rate for December rose to 3.9% from 3.7% in November. The U.S. Gross Domestic Product third quarter rate decreased from the prior reported rate of 3.5% to 3.4%. The Empire State Manufacturing Index decreased to 11.5, and December's number was revised downward by 1.9 to 21.4. The Philadelphia Fed Index decreased to 9.4, and November's number was revised downward by 1.0 to 11.9. 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 seventy-eighth consecutive month in October, up 5.48% from a year ago. The index for pending home sales decreased 0.7% on a year-over-year basis in November.

On December 19, 2018, the Federal Open Markets Committee (FOMC) raised the benchmark Federal Funds rate by 0.25 percent resulting in a new target range of 2.25 percent to 2.50 percent.

The 10-year Treasury rate decreased from 3.01% in November to 2.69% in December. The short-term 90-day T-bill increased from 2.37% at the end of November to 2.45% at the end of December. The rate on the 2-year Treasury note was 2.48% at the end of December, down from 2.80% in November.

INVESTMENT INTEREST YIELDS AND FORECAST

The current gross interest yield year-to-date for fiscal year 2018/2019 is 1.83% for OCIP and 1.85% for OCEIP. The current net yield for fiscal year 2018/2019 is 1.77 for OCIP and 1.79% for OCEIP. The forecasted net yield for fiscal year 2018/2019 for both OCIP and OCEIP is 1.81%. We expect to provide our updated estimate next month based on the December increase of 0.25 percent of the benchmark Federal Funds rate.

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 November 2018 and December 2018 interest apportionments are expected to be paid in February 2019 and March 2019, respectively. The investment administrative fee for fiscal year 2018/2019 is estimated at 5.9 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. Temporary transfers from the OCEIP total \$40 million and will be repaid by January 31, 2019.

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 \$237 million in County of Orange debt, which represents approximately 2.3% of total pooled assets. On January 14, 2019, the Investment Pools purchased, at par value, \$402 million of unrated County of Orange Taxable Pension Obligation Bonds Series 2019 A debt in a private placement with coupon interest rates ranging from 2.816% to 2.899%. 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 December 2018. The Auditor-Controller contracted with Macias, Gini & O'Connell (MGO) to perform one of their required audits of the Treasury. MGO issued their Report of the Schedule of Assets Held by the County Treasury as of June 30, 2017. In their Independent Auditor's Report, they opined that the Schedule of Assets Held by the County Treasury presents fairly, in all material respects, the assets held in the County Treasury as of June 30, 2017, in accordance with the basis of accounting as described in the notes to the financial schedule. Included as part of this audit, they also provide an Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters. The report did not identify any deficiencies in internal control over financial reporting that they consider to be material weaknesses, and the results of year tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

CREDIT UPDATE

During December, 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 December 31, 2018 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on December 18, 2018. 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

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	DECEMBER 2018		DECEMBER 2018 NOVEMBER 2018		INCREASE (DECREASE)		NET CHANGE %	DECEMBER 2017		INCREASE (DECREASE)		NET CHANGE
Orange County Investment Pool (OCIP)												
End Of Month Market Value 1,2	\$	5,008,408,848	\$	4,886,945,126	\$	121,463,722	2.49%	\$	5,051,177,152	\$	(42,768,304)	-0.85
End Of Month Book Value ^{1,2}	\$	5,016,509,479	\$	4,905,593,339	\$	110,916,140	2.26%	\$	5,067,583,251	\$	(51,073,772)	-1.01
Monthly Average Balance ³	\$	5,430,555,655	\$	4,484,731,134	\$	945,824,521	21.09%	\$	5,364,747,174	\$	65,808,481	1.23
Year-To-Date Average Balance	\$	4,251,548,062	\$	4,015,746,544	\$	235,801,519	5.87%	\$	4,247,353,852	\$	4,194,210	0.10
Monthly Accrued Earnings ⁴	\$	9,272,010	\$	7,288,212	\$	1,983,798	27.22%	\$	5,218,424	\$	4,053,586	77.68
Monthly Net Yield ⁴		1.94%		1.91%		0.03%	1.73%		1.07%		0.87%	81.2
Year-To-Date Net Yield ⁴		1.77%		1.72%		0.05%	2.75%		1.06%		0.71%	66.8
Annual Estimated Gross Yield ⁵		1.87%		1.87%		0.00%	0.00%		1.28%		0.59%	45.8
Weighted Average Maturity (WAM) ⁶		275		318		(43)	-13.47%		236		40	16.7
Prange County Educational Investment End Of Month Market Value ^{1,3} End Of Month Book Value ^{1,3} Monthly Average Balance Year-To-Date Average Balance	**************************************	5,370,720,634 5,380,553,768 4,752,884,924 4,629,927,160	\$ \$ \$	4,405,054,283 4,423,566,284 4,342,933,090 4,605,335,607	\$ \$ \$	965,666,351 956,987,484 409,951,834 24,591,553	21.92% 21.63% 9.44% 0.53%	\$ \$ \$	5,120,285,071 5,137,293,954 4,467,819,643 4,377,344,352	\$ \$ \$	250,435,563 243,259,814 285,065,281 252,582,808	4.89 4.74 6.38 5.77
Monthly Accrued Earnings ⁴	\$	8,370,364	\$	7,238,003	\$	1,132,361	15.64%	\$	4,461,667	\$	3,908,698	87.61
Monthly Net Yield	Ψ	1.99%	*	1.94%	Ψ	0.05%	2.37%	Ψ	1.10%	Ψ	0.89%	81.30
Year-To-Date Net Yield		1.79%		1.75%		0.04%	2.36%		1.06%		0.73%	69.1
Annual Estimated Gross Yield ⁵		1.87%		1.87%		0.00%	0.00%		1.30%		0.57%	44.1
Weighted Average Maturity (WAM) ⁶		306		350		(44)	-12.66%		237		69	29.2

¹ Market values provided by Bloomberg and Northern Trust. The OCIP and OCEIP market values are slightly lower than book value due to the eight Federal Reserve short-term rate increases totaling 2.00% since November 2016, but both have a net asset value of 1.00 and have sufficient liquidity to meet projected cash flow needs.

² End of Month Market and Book Values for OCIP in December 2018 are only slightly up from November 2018, a significant change from prior years, as a large property tax payment came in November versus December. Also, these End of Month Market and Book Values are lower than in December 2017 due to the large number of second installment payments received in December 2017 due to the Federal Tax Law change.

³ In December 2018, OCIP Monthly Average Balance increased from prior month primarily due to higher incoming secured property tax receipts that more was received earlier in the property tax cycle than in the prior year. OCEIP End Of Month Market and Book values increased from prior month primarily due to the rececipt of secured property tax apportionment on December 17, 2018 for \$961 million, up slightly from last year's apportionment of \$930 million. End Of Month Market and Book Values were up from December 2017 primarily due to a net increase in investments of \$108 million from school and community college districts issuing bonds in 2018.

⁴ In December 2018, the OCIP and OCEIP Monthly Accrued Earnings increased from prior month primarily due to an increase of the Federal Reserve short-term rate of 25 basis points and the higher Monthly Average Balances. The 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 eight Federal Reserve short-term rate increases totaling 2.00% since November 2016.

⁵ The OCIP and OCEIP annual estimated gross yields for December 2017 are reported at the actual annual gross yields for FY 17/18, and their annual estimated gross yields for December 2018 are reported at the forecasted gross yield of 1.87%. The OCIP annual estimated gross yields for FY 18/19 are higher than FY 17/18 yields of 1.28% and 1.30% respectively, primarily due to the eight Federal Reserve short-term rate increases totaling 2.00% since November 2016.

⁶ In December 2018, the OCIP WAM were lower than in November 2018 primarily due to incoming property tax dollars deposited and invested in shorter maturities until distribution to County Agencies, Cities, and School and Community College Districts consistent with prior year's WAM trends. The OCEIP WAM was lower due to a increase in investments purchased with shorter-term maturities to meet upcoming liquidity needs. The OCIP and OCEIP WAMs in December 2018 were higher than the prior year primarily due to more investments with longer maturities being purchased.

INVESTMENT POOL STATISTICS

FOR THE MONTH AND QUARTER ENDED: December 31, 2018

	INVESTMENT STATIS	TICS - By Inves	tment P	ool ⁽¹⁾	1	1	
DESCRIPTION	CURRENT BALAN	CES	Average Days to Maturity	Daily Yield as of 12/31/2018	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV (4)
COMBINED POOL BALANCES							
(includes the Extended Fund)							
	MARKET Value	\$ 5,008,408,848	275	2.15%	2.00%	1.94%	1.00
	COST (Capital)	\$ 5,012,961,261					
Orange County Investment Pool (OCIP)	MONTHLY AVG Balance	\$ 5,430,555,655	;				
	QUARTERLY AVG Balance	\$ 4,687,108,152					
	BOOK Value	\$ 5,016,509,479					
	MARKET Value	\$ 5,370,720,634	306	2.13%	2.05%	2.00%	1.00
	COST (Capital)	\$ 5,376,903,140					
Orange County Educational Investment Pool (OCEIP)	MONTHLY AVG Balance	\$ 4,752,884,924					
. 33. (332)	QUARTERLY AVG Balance	\$ 4,492,687,170					
	BOOK Value	\$ 5,380,553,768					
	INVESTMENT STATISTIC	S - Non-Pooled	Investr	nents ⁽²⁾			
DESCRIPTION	CURRENT BALAN	NCE		INV	/ESTMENT	BALANCES AT C	OST
Specific Investment							
Funds:	MARKET Value	\$ 106,238,584	John W	ayne Airpo	rt Investme	nt Fund	51,512,155
283, FVSD, CCCD	COST (Capital)	\$ 106,781,116	Fountai	in Valley So	chool Distric	ct Fund 40	34,790,770
	MONTHLY AVG Balance	\$ 106,494,222	CCCD	Series 2017	E Bonds		20,478,191
	QUARTERLY AVG Balance	\$ 106,417,284					
	BOOK Value	\$ 106,672,698					
							\$ 106,781,116
	MONTH	END TOTALS					
INVEST	MENTS & CASH				INVEST	MENTS & CASH	
COUNTY MONEY MARKET FUND (OCMMF)							
County Money Market Fund		\$ 1,319,969,287	OCIP				\$ 5,015,981,195
County Cash & Cash Equivalent		3,019,934					5,377,062,589
EXTENDED FUND		8,046,577,019	Specific	: Investme	nt Funds		106,781,116
EDUCATIONAL MONEY MARKET FUND (OCEMI	MF)				& Cash Equ	ivalent (4)	21,584,461
Educational Money Market Fund		1,023,318,095			•		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Educational Cash & Cash Equivalent		159,449					
NON-POOLED INVESTMENTS							
Non-Pooled Investments @ Cost		106,781,116					
Non-Pooled Cash & Cash Equivalent		21,584,461					
		\$ 10,521,409,361					\$ 10,521,409,361
	KEY POO	L STATISTICS	I				
	ST RATE YIELD			WEIG	HTED AVE	RAGE MATURITY	<u> </u>
OCMMF - MONTHLY GROSS YIELD		1.86%	OCMMF	_			19
OCEMMF - MONTHLY GROSS YIELD		2.11%	ОСЕММІ				48
JOHN WAYNE AIRPORT - MONTHLY GROSS YIE	ELD	2.31%			PORT WAM		86
(2)		1.77%	III GIP WA	M (Standa	rd & Poors)		35
OCIP - YTD NET YIELD ⁽³⁾							
OCIP - YTD NET YIELD ⁽³⁾ OCEIP - YTD NET YIELD ⁽³⁾		1.79%					

INVESTMENT POOL STATISTICS

FOR THE MONTH AND QUARTER ENDED: December 31, 2018

	INVESTMENT STATIS	110	o - by ilivest	Average	Daily Yield			
DESCRIPTION	CURRENT BALAN	CES		Days to Maturity	as of 12/31/2018	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV (4
	MARKET Value	\$	1,321,837,296	19	2.34%	1.86%	1.88%	1.00
	COST (Capital)	\$	1,319,969,287					
County Money Market Fund (OCMMF)	MONTHLY AVG Balance	\$	1,460,217,380					
	QUARTERLY AVG Balance	\$	1,204,881,487					
	BOOK Value	\$	1,321,532,097					
	MARKET Value	¢	1 024 704 481	48	2.36%	2.11%	2.14%	1.00
	COST (Capital)		1,024,704,481 1,023,318,095	70	2.30/0	2.1170	Z. 14 /0	1.00
Educational Money Market Fund	MONTHLY AVG Balance		872,012,184					
OCEMMF)	QUARTERLY AVG Balance		882,051,287					
	BOOK Value		1,024,628,171					
	MARKET Value	\$	8,032,587,705	367	2.08%	2.07%	1.96%	1.00
ctended Fund	COST (Capital)	\$	8,046,577,019					
	MONTHLY AVG Balance	\$	7,851,211,015					
	QUARTERLY AVG Balance	\$	7,092,862,548					
	BOOK Value	\$	8,050,902,979					
	ALLOCATION (OF E	EXTENDED F	UND				
Extended Fund								
OCIP Share	MARKET Value	¢	3,686,571,552	367	2.08%	2.07%	1.96%	1.00
	COST (Capital)		3,692,991,974	307	2.00/0	2.07 /0	1.50 /0	1.00
	MONTHLY AVG Balance		3,970,338,275					
	QUARTERLY AVG Balance		3,482,226,665					
	BOOK Value		3,694,977,382					
OCEIP Share	MARKET Value	\$	4,346,016,153	367	2.08%	2.07%	1.96%	1.00
	COST (Capital)		4,353,585,045					
	MONTHLY AVG Balance		3,880,872,740					
	QUARTERLY AVG Balance		3,610,635,883					
	BOOK Value		4,355,925,597					
Modified Duration			0.99					

⁽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.

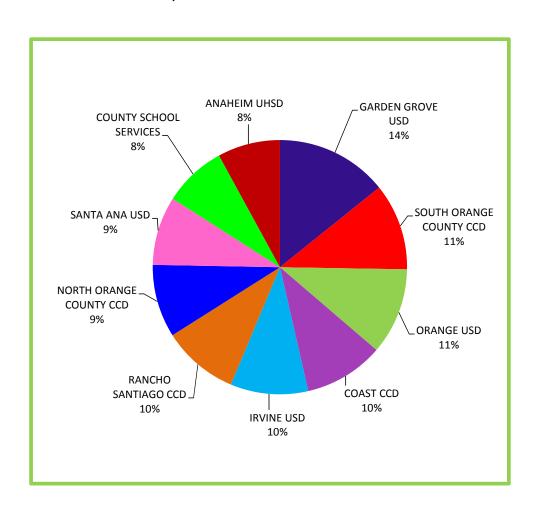
⁽³⁾ The Net Yield differs from the Monthly Gross Yield as it includes the deduction of the Investment Administrative Fee.

⁽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.

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

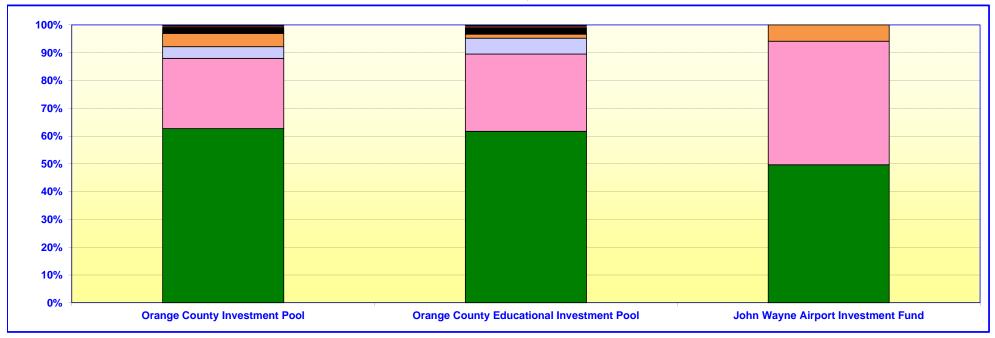
_	DISTRICT #	SCHOOL DISTRICT	BALANCE (1)		_
	72	GARDEN GROVE USD	\$	474,139,537	(1)
	96	SOUTH ORANGE COUNTY CCD		367,280,029	
	80	ORANGE USD		366,650,022	(1)
	90	COAST CCD		337,478,097	(1)
	75	IRVINE USD		328,924,231	(1)
	92	RANCHO SANTIAGO CCD		323,860,740	(1)
	88	NORTH ORANGE COUNTY CCD		308,838,388	(1)
	84	SANTA ANA USD		291,122,644	(1)
	94	COUNTY SCHOOL SERVICES		266,845,192	
	64	ANAHEIM UHSD		264,537,803	(1)
		TOTAL	\$	3,329,676,683	=

(1) BALANCES INCLUDE GENERAL OBLIGATION BOND PROCEEDS



BY INVESTMENT TYPE AT MARKET VALUE - By Percentage Holdings

December 31, 2018



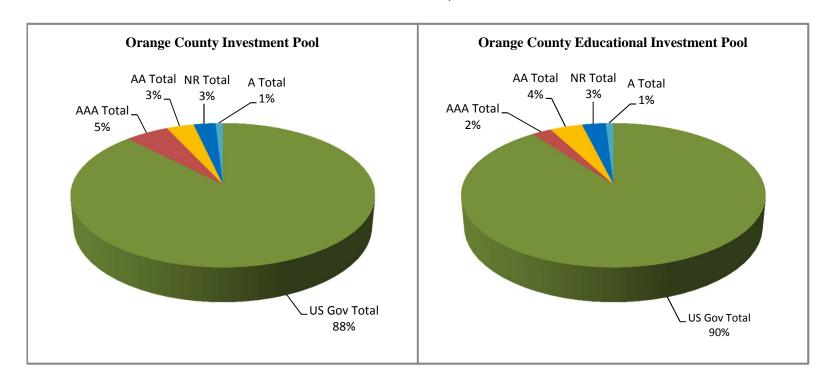
Orange County Investment Pool								
	ln	Thousands	%					
U. S. GOVERNMENT AGENCIES U. S. TREASURIES MONEY MARKET MUTUAL FUNDS MEDIUM-TERM NOTES MUNICIPAL DEBT LOCAL AGENCY INVESTMENT FUND CERTIFICATES OF DEPOSIT	\$	3,139,409 1,265,659 240,676 211,118 108,862 24,374 18,311	62.68% 25.27% 4.81% 4.22% 2.16% 0.49% 0.37%					
	\$	5,008,409	100.00%					

Orange County Educational Investment Pool								
	In	Thousands	%					
U. S. GOVERNMENT AGENCIES U. S. TREASURIES MONEY MARKET MUTUAL FUNDS MEDIUM-TERM NOTES MUNICIPAL DEBT LOCAL AGENCY INVESTMENT FUND CERTIFICATES OF DEPOSIT	\$	3,312,706 1,495,813 78,467 305,079 128,336 28,734 21,586	61.68% 27.85% 1.46% 5.68% 2.39% 0.54% 0.40%					
	\$	5,370,721	100.00%					

49.65%
44.49%
5.86%

CREDIT QUALITY BY MARKET VALUE

December 31, 2018



US GOV Includes Agency & Treasury Debt

AA includes AA+, AA-, & AA

A includes A+, A-, & A

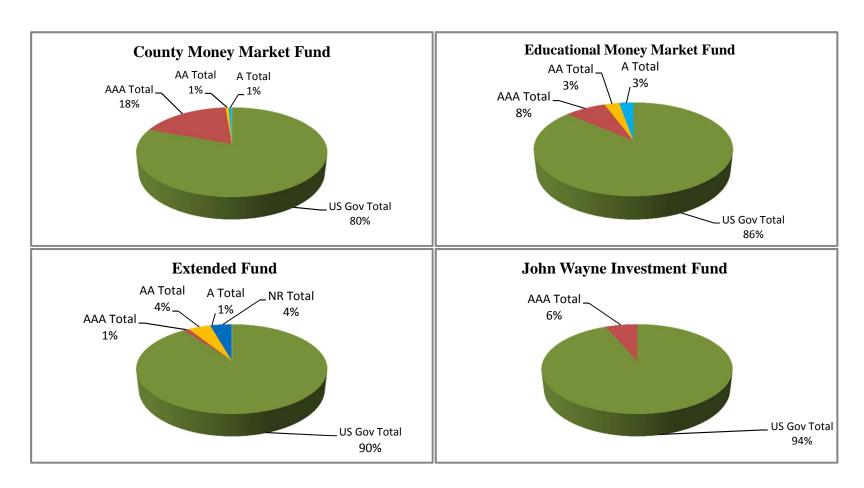
NR Includes LAIF and Orange County Pension Obligation Bonds

4.5 (12)

ORANGE COUNTY TREASURER - TAX COLLECTOR

CREDIT QUALITY BY MARKET VALUE

December 31, 2018



US GOV Includes Agency & Treasury Debt

AA includes AA+, AA-, & AA

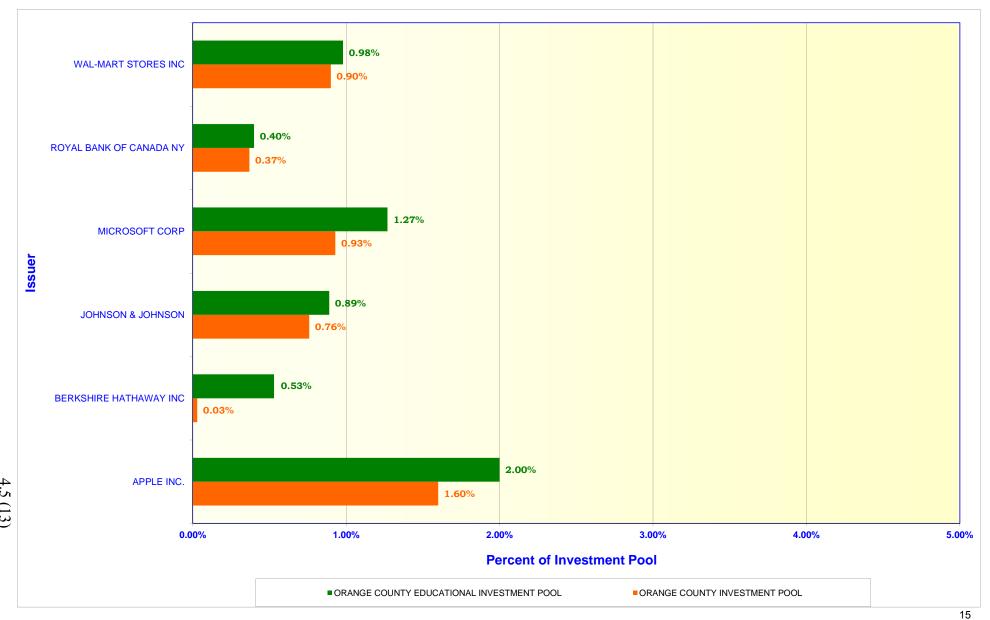
A includes A+, A-, & A

NR Includes LAIF and Orange County Pension Obligation Bonds

MEDIUM-TERM NOTES / CERTIFICATES OF DEPOSIT

ISSUER CONCENTRATION-By Investment Pool

December 31, 2018



APPROVED ISSUER LIST - OCIP, OCEIP, and JWA

December 31, 2018

ISSUER		S/T RATINGS		<u>L/T RATINGS</u>		
ISSUER	S&P	Moody's	Fitch	S&P	Moody's	Fitch
U.S. TREASURY SE	CURITII	ES				
U.S. GOVERNMENT	A-1+	P-1	F1+	AA+	Aaa	AAA
U.S. GOVERNMENT AGEN	CY SEC	CURITIES				
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
MEDIUM-TERM	NOTES					
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+
BERKSHIRE HATHAWAY INC *	A-1+	P-1	NR	AA	Aa2	A+
BERKSHIRE HATHAWAY FINANCE *	NR	NR	NR	NR	Aa2	A+
ISSUERS ON H	OLD					
ROYAL BANK OF CANADA NY (JULY, 2016) **	A-1+	P-1	F1+	AA-	A2	AA
TORONTO DOMINION BANK NY (MARCH, 2017) ***	A-1+	P-1	F1+	AA-	Aa3	AA-
WALMART INC (JULY, 2018)****	A-1+	P-1	F1+	AA	Aa2	AA
MUNICIPAL BO	ONDS					
ORANGE CNTY CA PENSION OBLG 2018 A	NR	NR	NR	NR	NR	NR
ORANGE CNTY CA PENSION OBLG 2019 A	NR	NR	NR	NR	NR	NR
STATE POOL - LOCAL AGENCY	INVES	TMENT F	UND			
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
MONEY MARKET MUTUA	AL FUN	DS *****				
NAME OF FUND	S	& P	Mod	ody's	Fite	h
INVESCO GOVERNMENT & AGENCY SHORT-TERM INVESTMENTS TRUST (AIM)	A	AAm	Aaa-mf		AAAn	nmf
GOLDMAN SACHS FINANCIAL SQUARE GOVT FUND	AAAm		Aaa-mf		NR	
MORGAN STANLEY INSTITUTIONAL LIQUIDITY FUNDS - GOVT	A	AAm	Aaa-mf		NR	1
NORTHERN INSTITUTIONAL TREASURY PORTFOLIO	A	AAm	N	NR .	NR	

^{*} Further purchase restrictions apply due to Investment Policy Statement rating limits.

^{**} Moody's downgraded its L/T issuer credit rating from Aa2 to A2 on September 24, 2018 and kept the issuer rating Outlook on Stable. S&P changed its outlook from Negative to Stable on June 27, 2018.

^{***} Moody's downgraded its L/T issuer credit rating from Aa1 to Aa3 on September 24, 2018 and kept its issuer rating Outlook on Stable.

^{****} S&P placed its L/T issuer credit rating on Negative Outlook (S&P - May 9, 2018).

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

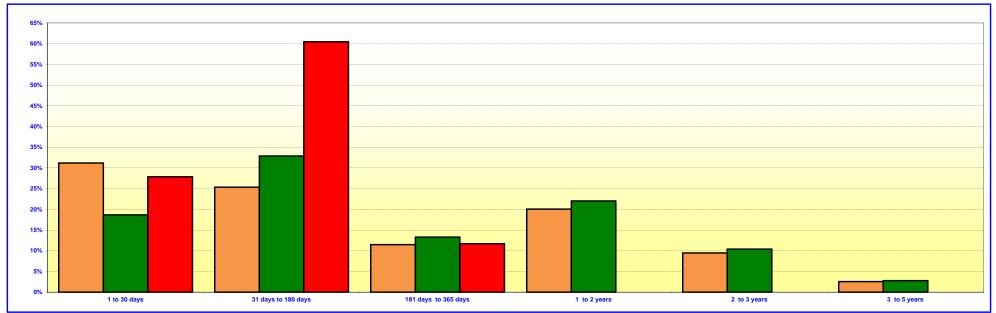
Orange County Treasurer-Tax Collector Changes in Approved Issuer's List For the Month Ended December 31, 2018

During December, 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

December 31, 2018

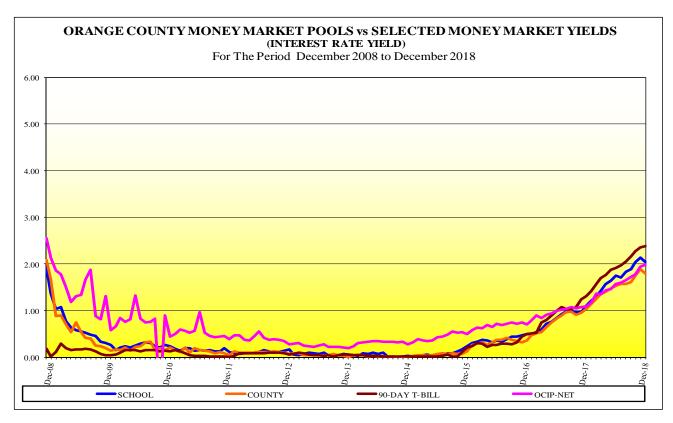


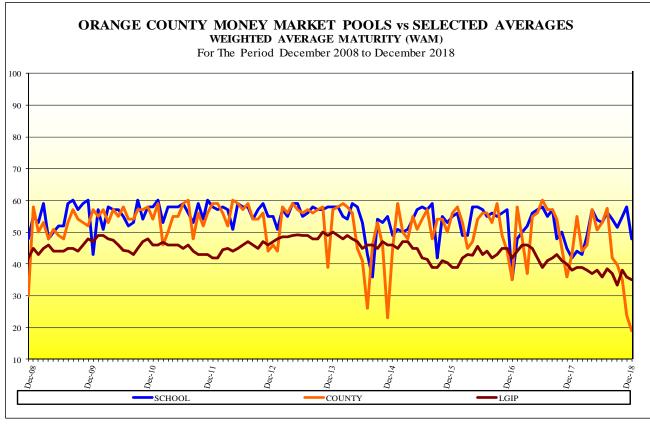
	ORAN	NGE COUNTY INVESTMENT F	POOL
	In	Thousands (1)(2)	%
1 TO 30 DAYS	\$	1,566,641	31.19%
31 TO 180 DAYS		1,272,977	25.34%
181 TO 365 DAYS		575,713	11.46%
1 YEAR TO 2 YEARS		1,006,066	20.03%
2 YEARS TO 3 YEARS		475,434	9.46%
3 YEARS TO 5 YEARS		126,696	2.52%
TOTAL	\$	5,023,527	100.00%

	ORANG	GE COUNTY EDUCATIONAL IN	VESTMENT POOL
		In Thousands (1)(2)	%
1 TO 30 DAYS	\$	1,004,719	18.65%
31 TO 180 DAYS		1,771,906	32.88%
181 TO 365 DAYS		716,153	13.29%
1 YEAR TO 2 YEARS		1,186,028	22.01%
2 YEARS TO 3 YEARS		560,478	10.40%
3 YEARS TO 5 YEARS		149,359	2.77%
TOTAL	\$	5,388,643	100.00%

	JOHN V	VAYNE AIRPORT INVE	STMENT FUND
	In Th	ousands (1)(2)	%
1 TO 30 DAYS	\$	14,420	27.86%
31 TO 180 DAYS		31,300	60.46%
181 TO 365 DAYS		6,045	11.68%
TOTAL	\$	51,765	100.00%

⁽¹⁾ Maturity limits are calculated using face value.
(2) Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. At 12/31/2018, Floating Rate Notes comprise 0.70%, 0.77%, and 0.00% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Fund respectively.





[•]For the Month Ended December 31, 2018, S&P LGIP - 2.24; S&P LGIP WAM -35; 90-Day T-Bill - 2.39; OCIP - Net - 1.94

ORANGE COUNTY TREASURER-TAX COLLECTOR INVESTMENT POOL YIELDS

January 1, 2018 - December 31, 2018

					GROSS	
PERIOD ENDING - MONTH / YEAR	I	MONTH END			AVERAGE	
PERIOD ENDING - MONTH / TEAR		MARKET	E	EARNINGS	YIELD FOR	MONTH
		VALUE	F	OR MONTH	MONTH	END WAM
Current Month December 2018						
OCMMF	\$	1,321,837,296	\$	2,309,322	1.86%	19
OCEMMF	\$	1,024,704,481	\$	1,562,262	2.11%	48
Extended Fund	\$	8,032,587,705	\$	13,770,790	2.07%	367
November 2018						
OCMMF	\$	1,359,045,595	\$	1,894,822	1.95%	24
OCEMMF	\$	947,430,723	\$	1,566,598	2.20%	58
Extended Fund	\$	6,985,523,091	\$	11,064,795	1.99%	430
October 2018			•			
OCMMF	\$	1,261,626,895	\$	1,497,056	1.81%	35
OCEMMF	\$	806,665,529	\$	1,627,455	2.11%	55
Extended Fund	\$	6,608,660,258	\$	10,301,655	1.82%	444
OC Extended Fund B	\$	-	\$	87	N/A	N/A
September 2018	Φ.	000 400 040	Φ	005.057	4.000/	40
OCMMF OCEMMF	\$	623,483,218	\$	825,257	1.68%	40
	\$	964,913,807	\$	1,694,095 9,646,462	1.95% 1.77%	51
Extended Fund	\$	6,595,008,880	\$ \$		1.77% N/A	420 N/A
OC Extended Fund B August 2018	Ф	-	Ф	174,919	IN/A	N/A
OCMMF	\$	659,580,340	\$	768,838	1.64%	42
OCEMMF	\$	1,135,219,335	\$	2,041,031	1.90%	54
Extended Fund	\$	6,595,429,549	\$	9,597,798	1.69%	414
July 2018	Ψ	0,090,429,049	Ψ	9,591,190	1.0970	414
OCMMF	\$	519,462,662	\$	949,885	1.64%	58
OCEMMF	\$	1,430,530,269	\$	2,265,416	1.77%	56
Extended Fund	\$	6,644,200,611	\$	9,464,408	1.65%	432
June 2018	+	0,0 : :,=00,0 : :	Ψ	3, 10 1, 100	1.0070	
OCMMF	\$	763,523,217	\$	1,395,560	1.60%	53
OCEMMF	\$	1,586,960,674	\$	2,142,715	1.81%	53
Extended Fund	\$	6,600,606,705	\$	8,820,686	1.60%	419
May 2018						
OCMMF	\$	1,271,767,146	\$	1,895,963	1.54%	51
OCEMMF	\$	1,507,610,060	\$	2,273,000	1.71%	54
Extended Fund	\$	6,615,441,734	\$	8,444,349	1.48%	414
April 2018						
OCMMF	\$	1,677,026,990		2,621,771	1.47%	57
OCEMMF	\$	1,715,592,154	\$	1,887,341	1.64%	57
Extended Fund	\$	6,661,112,140	\$	8,045,347	1.46%	397
March 2018						
OCMMF	\$	1,466,459,327	\$	1,551,676	1.41%	46
OCEMMF	\$	1,149,359,827	\$	1,585,016	1.48%	49
Extended Fund	\$	6,652,243,109	\$	7,957,780	1.40%	415
February 2018						
OCMMF	\$	1,396,683,700	\$	1,284,889	1.32%	44
OCEMMF	\$	1,273,494,829	\$	1,464,904	1.37%	43
Extended Fund	\$	6,647,720,511	\$	7,473,044	1.46%	428
January 2018	¢.	4 045 004 500	ተ	1.050.547	4.0404	
OCMMF	\$	1,245,291,533	\$	1,659,517	1.21%	55
OCEMMF Extended Fund	\$	1,594,050,298	\$	2,213,711	1.28%	44
Extended Fund	\$	6,595,804,419	\$	6,473,087	1.24%	423
Fiscal Year July 1, 2018 - June 30, 2019		verage Month Id Market Value		YTD	YTD	YTD
1 iScal Teal July 1, 2010 - Julie 30, 2019	= 1	Balance	In	terest Income	Gross Yield	Average
OCIP	\$	4,263,666,466	\$	39,253,633	1.83%	335
OCEIP	\$	4,655,651,908	\$	43,594,310	1.85%	336
OC Extended Fund B	\$	- UUU,UU,I,UU	\$	175,006	1.65% N/A	N/A
OO Extended Fully D	Ψ		Ψ	173,000	1 5 (19)	

4.5 (18)

ORANGE COUNTY TREASURER-TAX COLLECTOR CASH AVAILABILITY PROJECTION

FOR THE SIX MONTHS ENDING JUNE 30, 2019

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 June 30, 2019, 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.

ORANGE COUNTY INVESTMENT POOL								
Investment Projected Projected								Cumulative
Month		Maturities		Deposits	L	Disbursements		Available Cash
December 2018 -	Ending (Cash					\$	3,019,934
January	\$	1,609,230,964	\$	452,598,369	\$	1,376,156,586		688,692,681
February		284,743,624		484,575,148		285,082,937		1,172,928,516
March		243,466,742		734,537,104		637,743,238		1,513,189,124
April		499,394,527		2,272,809,283		1,852,325,228		2,433,067,706
May		181,218,924		361,059,217		815,312,941		2,160,032,906
June		34,435,303		373,504,732		719,338,969		1,848,633,972

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL								
Month		Investment Maturities		Projected Deposits	ח	Projected isbursements		Cumulative Available Cash
December 2018 - E	nding C			Берозна		isbui sements	\$	159,449
January	\$	1,120,932,213	\$	695,307,308	\$	953,133,323		863,265,647
February		529,151,922		276,125,850		669,859,971		998,683,448
March		240,263,411		535,053,767		717,707,481		1,056,293,145
April		578,669,181		1,071,637,286		735,278,479		1,971,321,133
May		257,506,606		383,682,748		715,333,708		1,897,176,779
June		57,963,765		621,840,085		665,332,626		1,911,648,003

ORANGE COUNTY TREASURER-TAX COLLECTOR STATEMENT OF ACCOUNTABILITY

For the Month and Quarter Ended December 31, 2018

	Month	Quarter
Treasurer's Accountability at the Beginning of the Period:	\$ 9,471,753,829	\$ 8,501,306,376
Cash Receipts:		
County	2,138,465,543	4,902,739,223
School and Community College Districts	1,415,288,888	2,783,390,490
Total Cash Receipts	3,553,754,431	7,686,129,713
Cash Disbursements:		
County	2,030,212,021	3,728,420,586
School and Community College Districts	469,588,890	1,941,510,006
Total Cash Disbursements	2,499,800,911	5,669,930,592
Net Change in Cost Value of Pooled Assets	1,053,953,520	2,016,199,121
Net Increase in Non-Pooled Investments	89,759	328,670
Net (Decrease) Increase in Non-Pooled Cash	(4,387,747)	3,575,194
Treasurer's Accountability at the End of the Period:	\$ 10,521,409,361	\$10,521,409,361
Assets in the Treasury at the End of the Period (at Cost Val Pooled Investments:	ue):	
Orange County Investment Pool		\$ 5,012,961,261
Orange County Educational Investment Pool		5,376,903,140
Total Pooled Investments		10,389,864,401
Non-Pooled Investments:		
Non-Pooled Investments - John Wayne Airport		51,512,155
Non-Pooled Investments - Fountain Valley School District	Fund 40	34,790,770
Non-Pooled Investments - CCCD Series 2017E Bonds		20,478,191
Total Non-Pooled Investments		106,781,116
Cash and Cash Equivalent:		
Cash in banks - County		2,972,857
Cash in banks - Schools		159,449
Cash in banks - OC Sheriff		13,245,257
Cash in banks - John Wayne Airport		8,339,204
Cash - Other		47,077
Total Cash		24,763,844
Total Assets in the Treasury at the End of the Period:		\$10,521,409,361

Untitled Page Page 1 of 1



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 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

Earnings Ratio	.00006573663340150
Interest Rate	2.40%
Dollar Day Total	\$ 14,323,709.26
Quarter End Principal Balance	\$ 155,820.63
Quarterly Interest Earned	\$ 941.59



CALIFORNIA STATE TREASURER FIONA MA, CPA



PMIA Performance Report

			Average
		Quarter to	Maturity
Date	Daily Yield*	Date Yield	(in days)
12/10/18	2.28	2.19	204
12/11/18	2.28	2.19	203
12/12/18	2.29	2.19	204
12/13/18	2.29	2.19	206
12/14/18	2.30	2.19	205
12/15/18	2.30	2.19	205
12/16/18	2.30	2.19	205
12/17/18	2.30	2.20	203
12/18/18	2.30	2.20	201
12/19/18	2.30	2.20	199
12/20/18	2.31	2.20	197
12/21/18	2.31	2.20	198
12/22/18	2.31	2.20	198
12/23/18	2.31	2.20	198
12/24/18	2.31	2.20	195
12/25/18	2.31	2.21	195
12/26/18	2.31	2.21	192
12/27/18	2.32	2.21	193
12/28/18	2.32	2.21	192
12/29/18	2.32	2.21	192
12/30/18	2.32	2.21	192
12/31/18	2.32	2.21	192
01/01/19	2.32	2.32	192
01/02/19	2.32	2.32	196
01/03/19	2.33	2.33	195
01/04/19	2.34	2.33	194
01/05/19	2.34	2.33	194
01/06/19	2.34	2.33	194
01/07/19	2.34	2.33	192
01/08/19	2.34	2.33	190
01/09/19	2.34	2.33	191

^{*}Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

LAIF Performance Report

Quarter Ending 09/30/18

Apportionment Rate: Earnings Ratio: 0.00005909460836489

2.16%

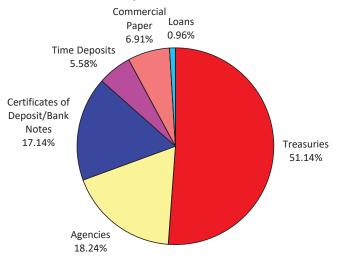
Fair Value Factor: 0.997832404

Daily: 2.09% Quarter to Date: 2.00% Average Life: 193

PMIA Average Monthly Effective Yields

Dec 2018	2.291
Nov 2018	2.208
Oct 2018	2.144

Pooled Money Investment Account Portfolio Composition 12/31/18 \$83.3 billion



Percentages may not total 100%, due to rounding.

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

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Change Order #2 - RT Contractor Corporation at District Operations Center	oration for Bid #1349 –
Action:	Request for Approval	

BACKGROUND:

On July 16, 2018, the Board of Trustees approved a contract with RT Contractor Corporation for the mailroom project at the District Operations Center. The District Operations Center did not have a mail room that allowed for a centralized operations where staff and employees can pick up or take mail to a central location. Departments within the District Office relied upon an employee to pick up and deliver mail to each department on every floor twice per day. The project allowed for the reconfiguration of space on the first floor to create a new mail room that centralizes mailroom functions in an effort to maximize efficient operations. With the reconfiguration, District Office departments now pick up incoming mail from their department mailboxes, are able to drop off outgoing mail in a secure depository, and have a dedicated station which includes supplies for assembling parcels. An Open House occurred on October 24, 2018 to introduce employees to the new mail room.

ANALYSIS:

Change Order #2 is a non-compensable extension of time which extends the contract duration from 74 calendar days to 150 calendar days to allow additional time needed to complete the work due to the long lead item on the mail slot. There are no increases to the contract amount associated with this time extension. The District has reviewed the change order and has found the time extension to be fair and reasonable. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

If Change Order #2 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2 - RT Contractor Corporation for Bid #1349 – Mailroom at District Operations Center as presented.

Fiscal Impact:	N/A Board Date: February 4, 2019
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 & Support Services 2323 North Broadway, Rm 112 Santa Ana, CA 92706

RANCHO SANT Community College		Board Date:	February 4, 2019
Project Name:	District Office Mailroom	Project/Bid No.	1349
Contractor:	RT Contractor	Site:	District Operations Center
Contract #:	P.O. # 19-P0052853	Change Order (CO) No.	: #2

Original Contract Duration (Days)	Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date	
74	10/06/18	0	76	12/21/2018	
Change Order Summary					
Description	Number	Amount	% of Contract		
	74 Chang	Original Contract Duration (Days) Contract Completion Date 74 10/06/18 Change Order Summar	Original Contract Duration (Days) Contract Completion Date Extension Days Approved 74 10/06/18 0 Change Order Summary	Original Contract Duration (Days) Completion Date 74 Change Order Summary Contract Extension Days Approved Proposed CO Days Requested Proposed CO Days Requested O 76	

Contract Schedule Summary

Change Order Summary				
Number	Amount	% of Contract		
	\$95,000.00			
0	-\$2,878.00	-3.0%		
0	\$0.00	0.0%		
	(\$2,878.00)	0.0%		
	\$92,122.00			
	Number 0	Number Amount \$95,000.00 0 0 -\$2,878.00 0 \$0.00 (\$2,878.00)		

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Extend contract duration from 74 calendar days to 150 calendar days due to long lead item on the mail slot. This is a non-compensable extension of time.	Contractor	4	48	\$0.00	\$0.00	\$0.00
			Subtotal		\$0.00	\$0.00	\$0.00
			Grand Total	•			\$0.00

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

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

To:	Board of Trustees	Date: February 4, 2019
Re:	Accept the Completion of Bid #1349 – Mailroom at I Approve Recording a Notice of Completion	District Operations Center and
Action:	Request for Acceptance and Approval	

BACKGROUND:

On July 16, 2018, the Board of Trustees ratified a contract with RT Contractor Corporation for Bid #1349 – Mailroom at District Operations Center. The project was completed on December 21, 2018.

ANALYSIS:

The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$92,122.

This project was funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A Board Date: February 4, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

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

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

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

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as District Operations Center, located 2323 North Broadway, Suite 112, Santa Ana, caused improvements to be made to the property to with: Bid #1349 for Mailroom at District Operations Center, the contract for the doing of which was heretofore entered into on the 11th day of July, 2018, which contract was made with RT Contractor Corporation PO 19-P0052853 as contractor; that said improvements were completed on the 21st day of December, 2018 and accepted by formal action of the governing Board of said District on the 4th day of February, 2019; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is RLI Insurance Company.

I, the undersigned, say: I am the <u>Vice Chancellor- Business</u> . <u>District</u> the declarant of the foregoing notice of completion; thereof; the same is true of my own knowledge. I declare undersigned the same is true of my own knowledge.	I have read said notice of completion and	know the cont	ents
Executed on, 2019 at San	ta Ana, California.		
Rancho Santiago Community College District of Orange Cou	ınty, California		
by	_		
Peter J. Hardash, Vice Chancellor			
Rancho Santiago Community College District			
State of California County of Orange			
Subscribed and sworn to (or affirmed) before me on this	day of	_ 20,	by
, proved to	o me on this basis of satisfactory evidence to	be the person((s)
who appeared before me.			
Notary Signature	(Seal)		

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which

this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Agreement with Ridge Landscape Architects Architectural Services for Various Facility Improvement I	*
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for on-call landscape architectural design services for various facility improvement projects throughout the District. The District is in need of having assistance from a licensed landscape architect to provide timely evaluations and on-call design services associated with landscaping and irrigation needs for a variety of projects requested by both the college and for districtwide site improvement projects as needed. The on-call services agreement will assist to streamline the planning and design process and is evaluated annually based on need. There is a need to have an on-call landscape architect for the District in the event there are requests that require this specialized design service so that the District does not have to sub-contract this design work with an architect. Therefore, the District desires to have a separate on-call contract specifically for landscape design services.

ANALYSIS:

Ridge Landscape Architects was interviewed by the District as part of Request for Proposals (RFP) #1314-54 for the new Johnson Student Services Center project and is a prequalified firm as part of this RFP. The firm has recently assisted the District with landscape design services for the Barrier Removal Phase 1 project at Santiago Canyon College. The District desires to utilize Ridge Landscape Architects on an as-needed basis due to their ability to respond timely to District requests, they are familiar with the District design guidelines and landscaping sustainability standards, and have a proven record working with the District successfully on other projects.

The services covered by this agreement shall commence February 5, 2019 and end June 30, 2022. The contract is a total not-to-exceed fee of \$50,000. The contract amount is based on an estimate of work projected by the District over the next three years for as needed small site improvement projects that may come up as an urgent request. This is an hourly not to exceed fee and is based on the task requested by the District for landscape design services. The rates are locked in for the next three years. The average hourly rate is \$145 an hour. The District has reviewed the fee and it is reasonable and within industry standards.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Ridge Landscape Architects for on-call landscape architectural services for various facility improvement projects district-wide as presented.

Fiscal Impact:	\$50,000	Board Date: February 4, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice C District Construction and Support Serv	, ,
Submitted by:	Peter J. Hardash, Vice Chancellor, Bus	siness Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 2/4/2019

Project: On-Call Landscape Architect Site: District-Wide

Consultants: Ridge Landscape Architects

Type of Service: Landscape Architectural Services

Duration

Agreement Summary Amount Reimbursables Start End

Original Contract Amount \$50,000.00 2/5/2019 6/30/2022

Total Agreement Amount \$50,000.00

AGREEMENT No: 0332.00/DESCRIPTION:

This agreement #0332.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: \$50,000.00

Contract End Date: 6/30/2022

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Amendment to Agreement with Twining, Inc Special Inspection Services for the Science Center at Sant	<u> </u>
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional materials testing and special inspection services. 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).

Overtime work hours were required for both the concrete pile installation and offsite structural steel fabrication inspections. These two activities required additional inspection beyond the original estimate and scope of work. Therefore, this amendment includes an increase in the contract amount to cover the inspection activities and to account for the remaining inspection and testing activities such as, but not limited to, structural steel, offsite stair fabrication, high-strength bolts, anchor bolts, metal studs, and fireproofing. The estimate of inspection needed has been updated according to the project status.

To see the original agreement, please click here.

ANALYSIS:

The amendment is to increase the contract by \$70,000. The revised total contract amount is an hourly, not to exceed fee of \$415,434. The District has reviewed the fee and it is reasonable and within industry standards. The contract duration for this agreement remains the same 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:	\$70,000	Board Date: February 4, 2019
Prepared by:	Carri M. Matsumoto, Assistant V District Construction and Support	, ,
Submitted by:	Peter J. Hardash, Vice Chancellon	r, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancello	or

Board Agreement Summary

Board Date: 2/4/19

Project: Science Center Site: Santa Ana College

Consultants: Twining, Inc.

Type of Service: Materials Testing and Special Inspection Services

			Duration	
Agreement Summary	Amount	Reimbursables	Start	End
Original Contract Amount	\$340,434.00	\$5,000.00	12/5/2017	12/31/2019
Amendment #1	\$0.00			12/31/2019
Amendment #2	\$70,000.00			12/31/2019
Total Agreement Amount	\$415,434.00			

AGREEMENT NO: 0253.00/ DESCRIPTION:

Amendment #2 for additional materials testing and special inspection services

This agreement #0253.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: \$70,000.00

Contract End Date: 12/31/2019

Agreement No. 0253.02 Board Approval: February 4, 2019 Purchase Order: 18-P0049637

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **5TH** day of **FEBRUARY** in the year **2019**, 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, and amended on May 14, 2018, 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 increasing the AGREEMENT amount by **SEVENTY THOUSAND DOLLARS (\$70,000)** from **THREE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS (\$345,434),** for a total AGREEMENT amount of **FOUR HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS (\$415,434).**
- 1. 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
Ву	By
Print Name	Peter J. Hardash Vice Chancellor, Business Operations and Fiscal
Title	Services
Date	Date
Email	
COPIES TO:	
GENERATING OFFICE:	PURCHASING DEPARTMENT:
Rancho Santiago Community College District	Rancho Santiago Community College District
2323 N. Broadway, Suite 112	2323 N. Broadway, Suite 109
Santa Ana, CA 92706	Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor	Linda Melendez, Director of Purchasing Services
Facilities Planning, District Construction and Support	
Services	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Change Order #1 - De La Torre Commerci for Bid #1355 – Building B Interior Improvements at Sa	· ±
Action:	Request for Approval	

BACKGROUND:

On November 26, 2018, the Board of Trustees ratified a contract with De La Torre Commercial Interiors, Incorporated for the Building B Interior Improvements project at Santiago Canyon College. The rooms in building B had not been updated since the 1980's. This project enhanced the interior finishes by removing and replacing flooring and rubber base with new flooring material, a new rubber base and new walk-off mats. Additionally, the walls were patched to match existing finish, spot primed and re-painted.

ANALYSIS:

Change Order #1 decreases the contract amount by \$7,950 which is a credit back to the District for an unused allowance related to unforeseen work. The contract amount has been decreased from \$99,472 to \$91,522. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 - De La Torre Commercial Interiors, Incorporated for Bid #1355 – Building B Interior Improvements at Santiago Canyon College as presented.

Fiscal Impact:	\$7,950 Credit	Board Date: February 4, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice District Construction and Support Se	, ,
Submitted by:	Peter J. Hardash, Vice Chancellor, B	usiness Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Facility Planning, District Construction & Support Services 2323 North Broadway, Rm 112 Santa Ana, CA 92706

Community College	District	Board Date:	February 4, 2019
Project Name:	Building B Interior Improvements	Project/Bid No.	1355
Contractor:	De La Torre Commercial Interiors, Inc.	Site:	Santiago Canyon College
Contract #:	P.O. # 19-P0054681	Change Order (CO) No.	: #1

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
11/28/18	30	12/28/18	0	0	N/A

Change Order Summary					
Description Number Amount % of Contract					
Original Contract Amount		\$99,472.00			
Previous Change Orders	0	\$0.00	0.0%		
This Change Order	0	(\$7,950.00)	-7.99%		
Total Change Order (s)		(\$7,950.00)	-7.99%		
Revised Contract Amount		\$91,522.00			

		Item	ns in Change Orde	r			
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for unused District allowance. The change order will result in a credit to the contract amount. District Allowance was for unforeseen repairs related to the flooring, patching and painting of the building interior.	Owner	5	0	(\$7,950.00)	\$0.00	(\$7,950.00
			Subtotal		(\$7,950.00)	\$0.00	(\$7,950.00
			Grand Total				(\$7,950.00

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

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

To:	Board of Trustees	Date: February 4, 2019
Re:	Accept the Completion of Bid #1355 – Building B Int Santiago Canyon College and Approve Recording a N	<u> </u>
Action:	Request for Acceptance and Approval	

BACKGROUND:

On November 26, 2018, the Board of Trustees ratified a contract with De La Torre Commercial Interiors, Incorporated for Bid #1355 Building B Interior Improvements at Santiago Canyon College. The project was completed on December 21, 2018.

ANALYSIS:

The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$91,522.

This project was funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A Board Date: February 4, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

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

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

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

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located 8045 East Chapman Avenue, Orange, caused improvements to be made to the property to with: Bid #1355 for Building B Interior Improvements at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 13th day of November, 2018, which contract was made with De La Torre Commercial Interiors, Inc., PO 19-P0054681 as contractor; that said improvements were completed on the 21st day of December, 2018 and accepted by formal action of the governing Board of said District on the 4th day of February, 2019; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Indemnity Company of California.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the Rancho Santiago Community College

<u>District</u> the declarant of the foregoing notice of completion thereof; the same is true of my own knowledge. I declare	•		
Executed on, 2019 at S	anta Ana, California.		
Rancho Santiago Community College District of Orange C	County, California		
by			
State of California County of Orange			
Subscribed and sworn to (or affirmed) before me on this $\ _$	day of	20	_, by
, prove	d to me on this basis of satisfactory evidence t	to be the perso	n(s)
who appeared before me.			
Notary Signature	(Seal)		

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Agreement with Comevo for Online Orientation College and Santiago Canyon College	on Software for Santa Ana
Action:	Request for Approval	

BACKGROUND

The current online orientation system used by Santa Ana College and Santiago Canyon College is in need of an upgrade as it does not provide the reporting and editing features required by the Counseling Department to implement Guided Pathways. An enhancement or replacement of the current system is fundamental to effectively support our students' online orientation needs and to remain current with existing technology.

ANALYSIS

SAC and SCC conducted a comprehensive assessment of the software offerings from (3) three software vendors: Cynosure (the incumbent), Comevo and Advantage. The Comevo software program called "Launch Online Orientation" proved to be the most up-to-date and reliable solution, as it allows direct access to reporting and editing tools that can enable Counseling to keep content current and track metrics on the effectiveness of that content. In addition to supporting Guided Pathways on-boarding of students, the system includes robust branching features that can be leveraged for Self-Guided Placement in support of AB705 implementation. The system is also scalable to allow additional modules of content, including non-credit student orientation and probationary workshops that other products considered did not offer.

In light of this assessment, the Technology Advisory Group (TAG) at their regular meeting on November 12, 2018, voted to recommend the purchase of the Comevo offering as the online orientation solution to use by both SAC and SCC using funds available from the ITS budget allocation dedicated for computer replacements at SAC, given that SAC was granted sufficient funds to cover the computer replacements for the 2019-2020 Fiscal Year.

The District would like to enter into an agreement with Comevo to purchase the online orientation software for both colleges at a total cost of \$71,400 for setup and usage fee for the first year and a recurring usage fee of \$21,000 per year thereafter. The usage fee may increase to a maximum of 3% of prior year's annual usage fees.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Comevo for Online Orientation Software for Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	\$71,400 (setup & usage fee for the	Board Date: February 4, 2019
	first year)	
Prepared by:	Jesse Gonzalez, Assistant VC of Inform	ation Technology Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Busin	ness Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Application Hosting Agreement

THIS APPLICATION HOSTING AGREEMENT ("Agreement") is made and entered into on this _____ day of ______, 20____ (the "Effective Date") by and between Rancho Santiago Community College District, a California educational institution ("Client") and Comevo, Inc., a California corporation ("Comevo"), located at 3590 Sacramento Drive #130, San Luis Obispo, CA 93401.

WHEREAS, Comevo provides an online application (the "Application") and online Application hosting services (the "Hosting Services") to make the Application accessible by users through the Internet.

WHEREAS, Client desires to obtain access to the Application via the Hosting Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties as set forth in this Agreement, the parties hereby agree as follows:

1. Provision of Application Hosting Services

Subject to the terms and conditions of this Agreement, Comevo hereby agrees to provide to Client the non-exclusive use of the Application and the Hosting Services described in <u>Exhibit</u> "A", Scope of Work:

- 1.1 **Availability:** Comevo shall provide access to the Application via the Internet and the Hosting Services, with such access being provided approximately 24 hours per day, with allowable significant downtime only for normal maintenance and upgrades, and other causes that are beyond Comevo's control. Whenever possible, Comevo will communicate expected downtimes to Client in advance.
- 1.2 **Unexpected Downtime Credit**: Despite the efforts of Comevo, functionality of the Client site may decrease from time to time, and may become partially or completely unavailable. In such event, Comevo will work to restore the Client site to its normal operating functionality as rapidly as possible. If functionality of the Client site is impaired to any degree that makes the overall site materially unavailable, the duration of such unavailability shall be considered "downtime." Subject to Section 1.1 above, upon request of Client and validation by Comevo, Client will accrue one day of credit for each hour of downtime. Credit shall be applied to the next statement.
- 1.3 **Contingency/Backup:** Comevo will perform and retain onsite and offsite backups of the Application and all associated data files daily and following any significant changes that are made to the Application.
- 1.4 **Security/Privacy:** Access to the Application is limited to users with valid username/password. Data entered and displayed on the Application may be secured, at the Client's discretion, using standard SSL encryption. Comevo will not share or disclose information related to Client's use of the Application, and will comply with all applicable state and federal laws related to the protection and privacy of student records, including those set forth in the Family Educational Rights Act (FERPA).

2. Fees and Payment

2.1 **Application and Hosting Services Fee:** In exchange for providing the Application and the Hosting Services, Client shall pay the fees set forth in <u>Exhibit "B"</u>. Client shall pay all charges owed under this Agreement within 30 days of the date of invoice ("Due Date"). Client shall pay interest on overdue payments at the rate of 1.5% per month or the maximum-rate allowable by law, whichever is lower. If Client does not pay an invoice within 15 days of Due Date, Comevo reserves the right to disconnect Hosting Services. As a reasonable estimate of Comevo's actual damages, Client agrees to pay a fifty dollar (\$50.00) service fee on any checks returned by Client's bank.

4.12(2)

- 2.2 **Additional Charges:** The Application and Usage fee shall be solely for provision of the Application and for the Hosting Services described in Exhibit A. All other services will incur additional charges, and must be agreed upon in advance and in writing (email acknowledgement is acceptable) prior to commencement of additional work.
- 2.3 Fee Adjustments: Fees may increase annually up to a maximum of 3.0% of the prior year's annual usage fees.

3. Representations and Warranties of Client

- 3.1 Client represents and warrants to Comevo that: (a) Client owns or has the right to use all Client content contained in the Application; and (b) the use, reproduction, distribution, and transmission of the Client content does not (i) infringe or misappropriate any copyright, patent, trademark, trade secret, or any other proprietary rights of a third party; (ii) violate any criminal laws; (iii) constitute false advertising, unfair competition, defamation, an invasion of privacy, violate a right of publicity, or violate any other federal, state or local law or regulation.
- 3.2 Client acknowledges the terms of the Digital Millennium Copyright Act of 1998 and the obligations on the part of Comevo in the event it receives a notice from any third party that the Application or Client content infringes upon the rights of any third party. Client consents to Comevo following the procedures outlined in the Act in the event of a claimed infringement. Client understands and agrees that Comevo's compliance with the Act may result in the Application being taken off line. Client agrees to indemnify and hold Comevo harmless from and against any and all damages that may result from the Comevo's good faith compliance with the terms of the Act.
- 3.3 Client represents and warrants to Comevo that Client will not: (i) remove from or hide any copyright, logos, or trademark notices in the Application, or (ii) modify the Application in any way, including enabling or disabling any feature in the Application. Comevo reserves the right to discontinue support of the Application, to terminate this Agreement, and to disable the Application if Client breaches the terms of this section.
- 3.4 Client shall not copy or use any of Comevo's Confidential Information except as reasonably required to perform its duties hereunder, and shall only disclose such information to those employees, subcontractors, and agents that have a "need to know" such information to perform their duties. For purposes of this Agreement, "Confidential Information" shall mean any competitively sensitive or secret business, marketing, or technical information of either party that is designated as confidential by a party. Confidential Information shall not include, however, information that is: (1) generally known to the public or readily ascertainable from public sources (other than as a result of a breach of confidentiality); (2) independently developed without reference to or reliance on any Confidential Information of Comevo, as demonstrated by written records (which shall be provided upon request); or (3) obtained by Client from an independent third party who has created or acquired such information without reference to or reliance on Confidential Information of Comevo, as demonstrated by written records (which shall be provided upon request).

4. Content and Data

- 4.1 **Removal of Unacceptable Content:** Comevo has the right to monitor the Application's use by Client, and in its sole discretion to remove any content, with reasonable prior notice to Client.
- 4.2 **Proprietary Content:** Except for the non-exclusive licenses granted herein, Client has no right, title or interest in or to the Application or any related content or source code.
- 4.3. **Produced Content:** All content produced by Comevo's and its representatives are produced to client specification. Comevo is not liable for any content produced.

5. Limitations of Warranties and Liability

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMEVO DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES. EXCEPT FOR CLAIMS THAT THE APPLICATION INFRINGES THE INTELLECTUAL PROPERTY OF A THIRD PARTY, COMEVO WILL NOT BE LIABLE FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SIMILAR DAMAGES, OR, EXCEPT AS SET FORTH IN THIS AGREEMENT, FOR CLAIMS OF DAMAGES MADE BY ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL COMEVO'S LIABILITY EXCEED THE TOTAL ACTUALLY PAID

BY CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AS DEFINED IN THIS AGREEMENT.

6. Mutual Indemnification

Each party agrees to indemnify and hold harmless the other party and its agents, affiliates, successors, and assigns from and against any and all liabilities, losses, damages, costs, and expenses, including reasonable attorney fees and experts' fees, associated with any claim or action (whether or not any action or administrative proceeding is actually filed) against the other party and its agents, affiliates, successors, and assigns related to or arising out of any act, omission, or negligence of such indemnifying party under this Contract. Each party shall promptly notify the other of any such claim, shall provide reasonable assistance in connection with the defense and/or settlement thereof, and shall permit the other party to control the defense and/or settlement thereof. This ties the duty to indemnify to a particular party, rather than any claim arising out of the contract in general.

7. Term and Termination

- 7.1 **Term:** This Agreement will take effect on the Effective Date and remain in effect for a period of 1 (one) year, and will automatically continue on a year-to-year basis thereafter, unless sooner terminated pursuant to the terms hereof.
- 7.2 **Termination:** Either Party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the other party. Termination of this Agreement by Client prior to the end of the term hereof shall not obligate Comevo to reimburse Client for prepaid fees.
- 7.3 **Effect of Termination:** Upon any termination of this Agreement both parties will immediately destroy or erase any proprietary content or data as requested. A confirmation of such removal may also be requested by signing and returning an "affidavit of destruction" detailing what and how such content and data were erased.

8. Miscellaneous

- 8.1 The relationship of Comevo and Client established by this Agreement is solely that of independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
- 8.2 This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party to be bound.
- 8.3 Performance of this Agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. Such acts or causes shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, governmental regulations superimposed after the fact, earthquakes, or other catastrophes. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.
- 8.4 This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties.
- 8.5 If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.
- 8.6 This Agreement, including all Exhibits, Schedules, Appendices, and Attachments, contains the entire agreement of the Parties relating to the rights granted and obligations assumed herein. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.
- 8.7 The parties hereby irrevocably submit to the jurisdiction of any California court sitting in San Luis Obispo County, over any suit, action or proceeding (including arbitration) arising out of or relating to this Agreement; and the parties consent to San Luis Obispo County as the venue for any such suit, action or proceeding (including any arbitration) and irrevocably waive to the fullest extent permitted by law, any objection to such venue as being an inconvenient forum.

4.12(4)

- 8.8 In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.
- 8.9 In the event of a dispute between the parties, which they are not able to resolve themselves, the parties agree to submit the dispute to a mediation service reasonably accepted by each party. If the parties are unable to resolve their dispute after such mediation services have been rendered, then they agree to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association. In the event it becomes necessary for either party to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and related costs. Each party shall pay one half of the mediation and/or arbitration fees and costs.
- 8.10 By signing below, you acknowledge that you are an adult of 18 years or older and you have reviewed and accept the terms and conditions contained in this Agreement and any applicable addenda thereto. You accept the Hosting Services ordered, authorize Comevo to set-up and provide the Hosting Services, and acknowledge that Comevo will commence processing the order and incur expenses and obligations immediately.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above intending to be legally bound by the terms hereof.

Dated:	Dated:	
Comevo, Inc.	Client	
Ву:	By:	
Name:	Name: Peter J. Hardash	
Title:	Title: Vice Chancellor, Business Operations/Fiscal Services	s

1. Project Overview

The Application will allow the Client to manage content within its training/orientation module(s) and track the progress of the users who have gone through that content. The Application will also allow those users to view the content in a sequential manner and allow them to answer quiz questions as a way to verify that user retained the information.

2. Application Requirements

The Application shall be delivered according to the following general steps/requirements:

- 2.1 The Client shall notify Comevo of persons authorized to submit and edit Application content, and/or function as System Administrator.
- 2.2 Comevo shall provide necessary username and password for authorized persons to access the Application.
- 2.3 The Client shall notify Comevo of the desired method and parameters to be used allowing user access to the content delivery portion of the Application.
- 2.4 Comevo will make available the ability to upload module completion information via an API on a regular basis into Client's systems.
- 2.5 Client or a third party shall add any textual content to the Application with technical assistance of Comevo, if necessary. Client or a third party shall supply any proprietary graphics used by Client in the development of the Application.
- 2.6 Comevo shall provide Client with configuration services. Client shall provide Comevo with a prioritized list of design requirements prior to initiation of these services and all work shall be performed with the assistance of Client. Configuration services apply to the following items:
 - Customizing Application template with Client logo and colors
 - Importing of content prepared by Client into the Application, as long as that content is in electronic format
 - Cropping and resizing of images for use in the Application
 - Video optimization for use in the Application
- 2.7 During development of the Application, changes to the above requirements may be made following the approval of both Comevo and Client. Additional requirements regarding the specific content and development of the Application shall also be generated by Comevo in cooperation with the Client.
- 2.8 The Application shall be developed to run in Internet browsers with the following characteristics:
 - Properly Support HTML (current and one previous version)
 - Properly Support CSS (current and one previous version)
 - Properly Support the Adobe Flash Player (current and one previous version)
- 2.9 A template will be created by Comevo based on information provided by client completing the Next Steps Document. Upon creation of the template, the application is considered complete and an online training of the management console with Customer Care will be performed.
- 2.10 After completion of work as described in number 2.9 above, updates with new features will be made to the Client's package at Comevo's discretion at no-charge.
- 2.11 Comevo shall provide technical support to Client as part of the Usage and Maintenance Fee for the duration of this Software Agreement, as outlined in number 4 below.

3. Accessibility

Comevo is committed to ensuring that its clients can provide usable and accessible content to their end users and is continually evaluating its service to make sure this is possible. Comevo strives to provide the tools necessary for its clients to create accessible content, according to Section 508 of the Rehabilitation Act issued from the United States federal government and the Web Accessibility Initiative (WAI) issued by the World Wide Web Consortium (W3C), and will provide evaluations of client content with recommendations to meet these standards. In the event, the software provided hereunder does not meet WCAG 2.0 AA standards for accessibility, Comevo and Client will work together in good faith to make sure the service meets the WCAG 2.0 AA standards.

4. Technical Support

Comevo is dedicated to helping its customers enjoy and benefit from its software solutions. Therefore, technical assistance will be provided to customers during the term of their contract. Technical Support is defined as the assistance Comevo provides its customers to resolve technical issues related to operation of a Comevo application.

Comevo will respond to all customer inquiries within one business day, and during the normal business operating hours of 8:00 AM – 5:00 PM Pacific Time, Monday through Friday, excluding holidays. All customer inquiries will be resolved in a timely manner. Comevo provides several means of access to Technical Support, including email and telephone. Technical Support contact information is provided below:

Email: support@comevo.com Telephone: 800-748-0975

Exhibit B

Comevo Fee Schedule

	Price /Unit	Count	Total
Set-up Fee: Launch [™] Online Orientation Deluxe Package	\$50,400	1	\$50,400
*Annual Usage Fee: Launch [™] Online Orientation Deluxe Package	\$21,000 /year	1	\$21,000
Discounts: None. (Multi-year payment discounts available.)			\$0
Total Fees:			\$71,400

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

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

On February 26, 2018, the Board of Trustees approved an agreement with CPP, Inc. for the VitaNavis Platform and SuperStrong subscription services for the counseling and assessment division at Santa Ana College.

We were recently informed that on or about January 1, 2019 it was announced that CPP, Inc. has merged with The Myers-Briggs Company and the name was filed with the State of California to do business under The Myers-Briggs Company name.

ANALYSIS

In order to avoid interruption of existing services, it is necessary to seek Board of Trustees approval to change the vendor name from CPP, Inc. to The Myers-Briggs Company. The name change does not change the current services provided by CPP, Inc. The Myers-Briggs Company is committed to providing the same level of service that CPP, Inc. contractually committed to in fulfilling the subscription services obligation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the vendor CPP, Inc. name change to The Myers-Briggs Company as presented.

Fiscal Impact:	N/A	Board Date: February 4, 2019
Prepared by:	Linda Melendez, Director, Purchasing Serv	rices
Submitted by:	Peter J. Hardash, Vice Chancellor, Business	s Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

07/19/2018 \$13,286,941

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

<u>ANALYSIS</u>

Items for the following categorically funded programs were developed. To access these items, please click here.

Project Title	Award Date	Amount
1. California Early Childhood Mentor Program (SAC & SCC) Sub-award from Chabot-Las Positas Community College District to support the ongoing development of regional mentoring programs for prospective teachers and facilitation of the program at both colleges. (18/19). <i>No mate required</i> .		\$1,185
2. Project RAISE (Regional Alliance in Science, Technology, Engineering and Math [STEM] Education) – Year 3 (SCC) The year of a five-year sub-award grant from California State University, Fulled to serve as a partner in their U.S. Department of Education grant, Title III Hispanic-Serving Institutions (HSI) STEM and Articulation Programs. Programs RAISE will implement a variety of project components to increase the number of Hispanic and low-income students who pursue STEM majors, as well at their persistence, retention and graduation rates in support of the goals and objectives of the project. (18/19). No match required.	erton [roject mber as	\$20,000

3. Student Equity and Achievement Program (SAC & SCC) New categorical apportionment from the California Community Colleges Chancellor's Office to consolidate Basic Skills Initiative (BSI), Student Equity (SE) and the Student Success and Support Program (SSSP) into the Student Equity and Achievement Program with the intent to support Guided Pathways and the system-wide goal to eliminate achievement gaps. While the Chancellor's Office is developing a funding formula, the 2018/19 allocation is equal to the 2017/18 allocations for BSI, SE, and SSSP (credit & noncredit). (18/19). No match required.

Program	SAC	SCC	TOTAL
BSI	529,314	240,533	769,847
Student Equity	2,143,116	881,103	3,024,219
SSSP (Credit)	4,550,217	2,428,080	6,978,297
SSSP (Non-Credit)	1,587,495	927,083	2,514,578
TOTAL	8,810,142	4,476,799	13,286,941

Fiscal Impact: \$13,308,126 Board Date: February 4, 2019

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

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: \$13,308,126 Board Date: February 4, 2019

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Sub-Agreements between RSCCD DeAnza, Glendale, Palomar, San Mateo, Santa State Center College Community College Distr Sector Navigator Grants to Host Colleges/Distr	Barbara, Sonoma County Junior and cicts to Award 2018/2019 Deputy
Action:	Request for Approval	

BACKGROUND

Through a competitive grant competition, RSCCD was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged for the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

A second round of competitive applications were released by the Chancellor's Office in October 2018 for the 2018/2019 Deputy Sector Navigators (DSNs). Thirteen (13) DSN roles are remaining and for host colleges to sponsor these roles. DSNs support program development and industry engagement for each region's priority and emerging sectors. Selection committees reviewed and evaluated DSN and host college applications, and completed the process for selections and recommendations. The fiscal agent, RSCCD, was provided a list of host colleges and DSNs selected/recommended by the committees, and created sub-agreements with the colleges/districts that have been selected to serve as hosts for the DSNs. Each host will receive \$200,000, to support the DSN position and sector strategies. The performance period for second round recipients is January 1, 2019, through December 31, 2019. The Scope of Work for each sub-agreement will consist of a project application that has been approved by the Chancellor's Office.

2018/2019 List of Selected Deputy Sector Navigators & Host Colleges (round two)

Sector	Host College	CCD	Agreement #	Amount		
Bay Region	Bay Region					
Business &	Chabot	Chabot-Las	DO-18-2565-67	\$200,000		
Entrepreneurship		Positas				
Energy, Construction &	College of San	San Mateo	DO-18-2565-68	\$200,000		
Utilities	Mateo					
Health	DeAnza	Foothill-DeAnza	DO-18-2565-69	\$200,000		
Retail/Hospitality/Tourism	Santa Rosa Junior	Sonoma County	DO-18-2565-70	\$200,000		
- '		Junior				
Central Valley/Mother Lode						

Sector	Host College	CCD	Agreement #	Amount		
Global Trade	State Center	State Center	DO-18-2565-71	\$200,000		
Los Angeles and Orange C	County					
ICT/Digital Media	Glendale	Glendale	DO-18-2565-72	\$200,000		
	Community					
San Diego/Imperial						
Advanced Manufacturing	Palomar	Palomar	DO-18-2565-73	\$200,000		
ICT/Digital Media	Palomar	Palomar	DO-18-2565-74	\$200,000		
South Central Coast						
Global Trade	Santa Barbara	Santa Barbara	DO-18-2565-75	\$200,000		
			Total	1,800,000		

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: \$1,800,000 (grant-funded)	Board Date: February 4, 2019		
Prepared by: Maria N. Gil, Senior Resource Development Coordinator			
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 COLLEGE DISTRICT

This grant sub-agreement (hereinafter "Agreement") is entered into on this 4th day of February, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and NAME OF COLLEGE DISTRICT, on behalf of COLLEGE NAME (hereinafter "SUBCONTRACTOR"), which is hosting the REGION Deputy Sector Navigator for SECTOR. 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 "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

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 host and supervise the **REGION Deputy Sector Navigator for SECTOR**, 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 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, 2019, through December 31, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR indirect costs.

Agreement No. DO-18-2565-xx Grant No. 18-207-001

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, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. <u>Matching Contribution</u>

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of each project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@ccco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (exhibit D) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Deputy Sector Navigator Selection and Hiring

The selection of the Deputy Sector Navigators (DSN) and host colleges were conducted independently. If a selected host college is different from the college identified in a selected DSN's application, the selected host college is expected to host the selected DSN. This is not to say that the host college is to forgo its processes and procedures. In the event that the host college does not agree to host the selected DSN, it must provide a written statement that explains the rationale for that decision, which will be reviewed by RSCCD and the PRIME SPONSOR to inform their efforts to resolve the situation.

The host college will determine the process for hiring the selected DSN and will inform RSCCD and the PRIME SPONSOR about this process. RSCCD and the PRIME SPONSOR will review the process and hiring terms to ensure compliance with the expectations for the host college and DSN roles.

9. Performance

Agreement No. DO-18-2565-xx Grant No. 18-207-001

Selected DSNs and hosts are eligible for renewal for up to four years after the original award year, 2018-2019. Renewal is not automatic but will be based on performance of the Roles and Responsibilities (see Exhibit B). Standard performance indicators include, but are not limited to, appropriate and timely use of funds, completion of workplan activities, submission of reports in a timely manner as required by the PRIME SPONSOR, participation in required Key Talent meetings and events (e.g., Sector Navigator calls, "All-Hands" meetings, etc.), and progress toward achievement of outcomes and metrics pertinent to the workplan. The PRIME SPONSOR may consider other performance indicators to assess renewal eligibility. The PRIME SPONSOR is responsible for informing RSCCD, DSNs and host colleges of performance expectations at the beginning of the project and as changes in performance requirements occur.

10. 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.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. 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.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this

Agreement No. DO-18-2565-<mark>xx</mark> Grant No. 18-207-001 Agreement.

15. Mutual Indemnification

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

16. Termination

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

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

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement

shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:

Sarah Santoyo Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 (714) 480-7466; 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

SUBCONTRACTOR:

Primary C	ontact:	
Name:		
Title:		
Address:		
Phone:		
Email:		
Supervisor	of Record for the DSN (if different	t from Primary Contact):
Name:		
Title:		
Address:		
Phone:		
Email:		

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

Agreement No. DO-18-2565-xx Grant No. 18-207-001

ARTICLE II

1. <u>Legal Terms and Conditions</u>

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 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: COLLEGE DISTRICT NAME	
By:		By:	
Name:	Peter J. Hardash	Name:	
Title:	Vice Chancellor Business Operations/Fiscal Services	Title:	
Date:		Date:	
Board A	pproval Date: February 4, 2019	_	
		_	Employer/Taxpayer Identification Number (EIN)

Agreement No. DO-18-2565-xx Grant No. 18-207-001

Sub-Agreement between RSCCD and NAME OF DISTRICT

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor's Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 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 #6 and #7.)

Exhibit D: Invoice Form and Instructions

Agreement No. DO-18-2565-xx Grant No. 18-207-001

EXHIBIT A

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

FISCAL YEAR: 2018/19 (e.g. 2014/15)

RFA NUMBER: 18-207 (xx-xxx)

PROJECT: Deputy Sector Navigator

FUNDING SOURCE: Workforce & Economic Development Division

MATCH % REQUIRED: 100% Match is required please type the percentage for the match.

Each host college will work with its DSN to complete the Appendix B (the project application) forms, which will constitute the scope of work to be performed by each host college & DSN. The Chancellor's Office staff will review and approve the Appendix B forms for each DSN grant.

EXHIBIT A

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee):		Please Select District
COLLEGE:		
PROJECT:	Deputy Sector Navigator	
FISCAL YEAR:	2018/19	
RFA NUMBER:	18-207	
FUNDING SOURCE:	Workforce & Economic Development Division	
PROJECT BUDGET:	\$ 200,000	

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

COLLEGE: 0.0 RFA NUMBER: 18-207

CONTACT PAGE

F				
District:				
Address:				
City:	Sta	te:	CA	Zip:
District Su	uperintendent/President (or authorized designee)			
Name:	Phor	ne: _		
Title:		ax:		
E-mail Add				
Responsil	ble Administrator (Should not be the same as Project Director)			
Name:	Phor	ne: _		
Title:				
E-mail Add	dress:			
•	rector (Person responsible for conducting the daily operation of the grant)			
Name:	Phor	ne:		
Title:				
E-mail Add				
Person Re	esponsible for Data Entry			
Name:	Phor	ne: _		
Title:	F:	ax:_		
E-mail Add	dress:			
District Ch	nief Business Officer (or authorized designee)			
Name:	Pho	ne:		
Title:				
E-mail Add		_		
Person Re	esponsible for Budget Certification			
Name:	Phor	ne:		
Title:				
E-mail Add	dress:			

5.2 (12)

THIS FORM MAY NOT BE REPLICATED

EXHIBIT A

PROJECT: Deputy Sector Navigator

 $\label{eq:DISTRICT:Please select District on 'Do First'} \text{ } \\ tab.$

COLLEGE: 0.0

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

	AT LIGATION DODGET DETAIL OTILET				
Object of Expenditure	Classification	PROJ	PROJECT BUDGET		
		\$	200,000		
4000		\$	<u>-</u>		
1000		·			
		\$	-		
2000		\$	-		
	Employee Benefits	\$	-		
	Employee Benefits				
3000		\$	-		
		\$	-		
		\$	-		
	Supplies and Materials				
4000		\$	-		
4000		\$	-		
		\$	_		
	Other Operating Expenses and Services	Ψ			
		\$	_		
5000		\$			
5000			-		
		\$	-		
	Capital Outlay	\$	-		
	Capital Outlay				
6000		\$	-		
		\$	-		
7000	Other Outgo				
	TOTAL DIPEOT COOTS	\$	-		
	TOTAL DIRECT COSTS:	\$	0		
	TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):	Ψ	Ū		
	TOTAL COSTS:	\$	0		
		₹			

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

APPLICATION BUDGET DETAIL SHEET MATCH

Object of Classification		FUNDING REQUIRES MATCH 100%	
		200,000	
1000		\$ -	
		\$ -	
2000		\$ -	
		\$ -	
3000		\$ -	
		\$ -	
		\$ -	
4000		\$ -	
		-	
		\$ -	
5000		\$ -	
		-	
6000		\$ -	
		-	
7000		\$ -	
		\$ -	
	TOTAL DIRECT COSTS:	\$ 0	
	TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):		
	TOTAL COSTS:	\$ 0	

Match must be equal or greater than the Required Match Amount

EXHIBIT A

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Please select District on 'Do First' tab.

COLLEGE: 0.0

RFA NUMBER: 18-207

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%		
·			\$	200,000	\$	200,000
1000	INSTRUCTIONAL SALARIES	1	\$	0	\$	0
2000	NONINSTRUCTIONAL SALARIES	2	\$	0	\$	0
3000	EMPLOYEE BENEFITS	3	\$	0	\$	0
4000	SUPPLIES AND MATERIALS	4	\$	0	\$	0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	0	\$	0
6000	CAPITAL OUTLAY	6	\$	0	\$	0
7000	OTHER OUTGO	7	\$	0	\$	0
	TOTAL DIRECT COSTS:	8	\$	0	\$	0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$	0		
	TOTAL COSTS:	10	\$	0	\$	0

Match must be equal or greater than the Required Match Amount

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 CCCCO.

Project Director:		
Name:	Title:	
Authorized Signature:	Date:	
<u>District Chief Business Officer</u> (or authorized designation	<u>ee):</u>	
Name:	Title:	
Authorized Signature:	Date:	
	5.2 (15)	

1

Objective:

APPENDIX B THIS FORM MAY NOT BE REPLICATED

EXHIBIT A

PROJECT: Deputy Sector Navigator

DISTRICT: Please select District on 'Do First' tab.

COLLEGE: 0.0

RFA NUMBER: 18-207

Statement of Work (Annual Workplan) Objectives

	#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
	1.1				
50(10)	1.2				
	1.3				

Overview of the Host, Supervisor of Record (SOR) and Deputy Sector Navigator (DSN) Roles: The Host recognizes that the role of the DSN is to support regional as well as statewide sector-based endeavors as represented in their workplan. The DSN is not to be considered a resource to the host college any more or less than other colleges in the region.

The Supervisor of Record, SOR, is a role that is intended to assist and champion the DSN's regional mission and unique administrative needs within the host campus organization. The regional scope and DSN activities regarding regional expenditures (including at other colleges), travel, as well as vendor relations relating to regional or statewide projects often need an advocate within the host. SORs have a first line of responsibility to support and monitor this regional work, and to offer constructive support and guidance to the DSN in implementation of the work plan, while seeking clarity on any sector specific endeavors from the Sector Navigator (SN).

The Supervisor of Record (SOR) Role and Responsibilities: each host of a DSN identifies a Supervisor-of-Record who ensures that the DSN is performing a regional role and fulfilling the responsibilities required for the position as described in the DSN Role and Responsibilities section below. The SOR is responsible for the following:

WORKPLAN;

- Assist the DSN to develop or modify a workplan, as needed, and ensure that the workplan objectives are reasonable, attainable, specific and measurable, and that the DSN has identified a system to collect data and information on project activities and outcomes.
- Ensure that the workplan has been reviewed and approved by the Sector Navigator and Regional Consortium as required by the Chancellor's Office.

PERFORMANCE

- Meet with the DSN at least quarterly to monitor performance, using the workplan as a reference to evaluate progress. Monthly progress reviews are preferable, especially when questions of performance arise.
- Keep informed about submission of quarterly reports, and follow-up with the DSN if reports are delayed or submitted late.
- Keep informed about Sector Navigator initiatives that impact program implementation in the region.
- Ensure that the DSN supports all community colleges in the region that have programs relevant to the sector. This does not preclude the DSN supporting the host college, which is one of the colleges in the region. However, DSN services cannot be solely directed to the host college.
- Work with the Chancellor's Office and the DSN to provide support, assistance, and intervention as needed should performance issues emerge.

FISCAL MANAGEMENT

• Ensure that all funds are spent in compliance with grant terms and conditions, and by the end of the grant period, and that budget requests (such as modifications and extensions) are submitted in a timely manner and as required according to the requirements of the Chancellor's Office.

COMPLIANCE

- Complete SOR On-Boarding activities provided by the Chancellor's Office.
- Become familiar with the Agreement to serve as the host for the DSN, in order to fully comply with all conditions and requirements outlined therein.
- Notify the Chancellor's Office in the event that the SoR is changed.

Deputy Sector Navigator Role and Responsibilities:

Deputy Sector Navigators (DSNs) work with business and industry, colleges and other stakeholders to help create career educational opportunities for students. They proactively engage industry with the colleges in creating initiatives that enable student employment and lifelong learning in the sector. Consistent with the *Vision for Success*, DSNs connect colleges with opportunities to enrich student success in career education through relationships with business and industry, assist faculty and programs to increase student employability, and facilitate access to resources. Key requirements are for DSNs to apply business and industry expertise and fluency in articulating priorities, such that the colleges can take effective action.

DSN benefits to the colleges for an assigned sector include:

- Increased enrollment in college programs
- Increased student persistence and completion
- Increased student employment in living wage jobs

DSNs benefits to industry include:

- Bridging supply/demand gaps
- Enhancing the talent pipeline from colleges into the industry
- Upskilling incumbent workers to meet new technological demands

In addition, DSNs provide services to industry through facilitation of initiatives designed to increase economic development of the sector and promote workforce development activities.

Specific DSN Roles and Responsibilities:

Build and Manage Industry Partnerships:

- Identify industry priorities through industry data, LMI data, LaunchBoard, and Centers of Excellence research, focusing on:
 - o Supply/demand gaps that can be filled by the colleges
 - O Skills gaps that can be filled by the colleges
 - o Market and technology trends that are impacting workforce requirements
 - o Economic and policy drivers that can be leveraged in workforce development
 - o Key industry players such as associations and major employers
 - o Key community college programs in the region that can be leveraged

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

- Cultivate regional industry advisory councils with the following functions:
 - o Engage major employers across the regional labor market
 - o Develop a common understanding of supply/demand and skills gaps
 - o Initiate and manage industry engagement with faculty and administrators
 - o Convene regional collaboratives to facilitate faculty and industry joint actions
 - o Facilitate sustainability of the regional collaboratives
- Conduct additional research as required:
 - o Convene industry focus groups on specific occupations or initiatives
 - o Attend conferences and seminars to expand knowledge of industry priorities
 - o Arrange primary research to inform curriculum development
 - o Convene sector specific faculty groups

Develop Initiatives to Enrich Student Success:

- Develop and execute a regional sector strategy
 - Engage industry stakeholders, the SN, and other DSNs in creating a strategic plan to benefit the region's community college programs by addressing industry priorities
 - o Involve external stakeholders such as: workforce boards, regional economic development groups, nonprofit groups, K-12, and others
 - Support community college staff to implement the Strong Workforce Program;
 such as Workforce Pathway Coordinators, K-14 Technical Assistance Providers
 - o Involve internal stakeholders, such as; Chief Instructional officers, CTE Deans, CTE Directors, CTE faculty, and others
- Create program enrichment proposals for consideration by the colleges:
 - o To increase enrollment
 - o To build or enhance Guided Pathways
 - o To bridge supply/demand gaps o To bridge skills gaps
 - o To align with regional industry priorities
 - o To align with industry-recognized credentials
- Assist Colleges in executing successful initiatives:
 - o Assist colleges and programs with market intelligence information
 - o Coordinate sector focused faculty professional development
 - o Infuse current industry expertise into curriculum development
 - o Build CTE faculty communities of practice
 - Braid funds to support initiatives
- Align with each college's integrated planning process
 - o Secure dean-level approval before proposing new initiative to a college
 - o Prepare documentation needed for college approval
 - Assist in curriculum planning and approval process
 - o Maintain appropriate information flow with the CTE Dean and college administration

Leverage Assistance and Resources:

• Align regional initiatives with statewide sector strategies

EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

- Collaborate with the statewide Sector Navigators (SN) and other DSNs in developing initiatives
- Work with the Chancellor's Office, RC and COE to integrate initiatives into the regional plan/strategy
- Facilitate preparation and approval of SWP and other funding sources
- Match new funding opportunities to appropriate initiatives and colleges
- Assist in identifying adjunct instructors within industry
- Provide resources to convene colleges in communities of practice
- Facilitate connections to initiatives and resources from Workforce boards and regional economic development councils

Perform Grant and Fiscal Management:

- Participate in sector strategic planning and professional development (e.g., on-boarding, "All Hands on Deck") meetings scheduled by the Sector Navigator, Regional Consortium or Chancellor's Office.
- Implement the workplan activities and perform normative and summative assessment to determine effectiveness in achieving objectives and outcomes, and impact on metrics.
- Monitor expenditures and perform budget planning to forecast spending in order to ensure that grant funds are spent on allowable expenditures and that all funds are spent by the end of the grant period.
- Submit reports on time and as required by the Chancellor's Office.
- Submit requests for budget modifications or extensions in a timely manner and as requested by the Chancellor's Office.
- Keep the Supervisor of Record informed about progress on implementation of the workplan, achievement of objectives and metrics, and submission of reports.

Assurances

Acknowledgment of understanding and acceptance of the roles and responsibilities of the host college, Supervisor of Record, and Deputy Sector Navigator as presented in Exhibit B.

Host College Contact Certification
Print Name:
Signature :
Date:
Supervisor of Record Certification (if different from Host College Contact)

Print Name:	
Signature :	
Date:	
-	-

Deputy Sector Navigator Certification

Print Name:	
Signature :	
Date:	

Chancellor's Office, California Community Colleges Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

Key Talent Administration & Sector Strategy Fiscal Agent Program-Specific Legal Terms and Conditions July 2018

> ARTICLE II Standard Legal Terms and Conditions (Revision 5/15/14)

EXHIBIT D

COLLEGE/DISTRICT LETTERHEAD/LOGO

INVOICE			Date:		
Name			Invoic	e No.:	
Address:					
City:		State:	Zip:		
Attn:					
	Rancho Santiago CCD (RSCCD Attn: Sarah Santoyo 2323 North Broadway, Ste. 20 Santa Ana, CA 92706				
Agreement Nu	mber:				
Chancellor's Of	fice Project Monitor:				
Payment Type:	☐Advance Payment	□F	Progress Payment	☐Final Payment	
	☐ Other Payment (de:	scribe):			
Description of V	Work and Dates Services Ren	dered:			
			Total Amoun	t Due: \$	
District/College	Accounting Office Contact:		District/Colle	ge Program Contact:	
Name:			Name:		
Title:			Title:		
Email:			Email:		
Phone number	:		Phone numbe	er:	

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rsccd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of First Amendments to Sub-Agreen Los Rios, MiraCosta, Mt. San Antonio, San Fr Community College Districts to award Centers Market Research Grants to Host Colleges/Dist	rancisco, Ventura, and Yosemite s of Excellence (COE) for Labor-
Action:	Request for Approval	

BACKGROUND

Through a competitive grant competition, Rancho Santiago Community College District (RSCCD) was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged for the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

The Centers of Excellence (COE) for Labor Market Research support the community colleges by providing reports and technical assistance designed to enable community colleges to remain relevant and responsive in their offerings. The COEs are located strategically to study the regional economies of California and provide insight on emerging and changing workforce and occupational needs to be used by the colleges as a basis for program planning, and resource alignment and development.

The Chancellor's Office and the fiscal agent, RSCCD have agreed to change the terms of payment from a reimbursement basis to a set payment schedule. As the workplan activities, outcomes and timelines have been developed in collaboration with the Chancellor's Office, a set payment schedule has been identified as the preferred method of payment. Consequently, a first amendment to these agreements have been developed to revise the payment clause. In addition, the clause on invoicing has been revised to reflect the invoicing process developed by the Chancellor's Office for fiscal agents. To access a copy of the original approved sub-agreement template, please click here.

Project Director: Sarah Santoyo **Project Administrator**: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the first amendments to the 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: none Board Date: February 4, 2019

Prepared by: Maria N. Gil, Senior Resource Development Coordinator

Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services

Recommended by: Raúl Rodríguez, Ph.D., Chancellor

List of Centers of Excellence (COE) and Host Colleges/Districts

College/District	Amendment #	Amount
Chaffey College/Chaffey CCD	DO-18-2565-51.01	\$100,000.00
(Inland Empire – Regional Director)		
Los Rios CCD	DO-18-2565-52.01	\$100,000.00
(North/Far North – Regional Director)		
Los Rios CCD	DO-18-2565-53.01	\$150,000.00
(North/Far North – Statewide Director)		
MiraCosta College/MiraCosta CCD	DO-18-2565-54.01	\$100,000.00
(San Diego/Imperial – Regional Director)		
Mt. San Antonio College/Mt. San Antonio CCD	DO-18-2565-55.01	\$125,000.00
(Los Angeles/Orange County – Regional Director)		
City College of San Francisco/San Francisco CCD	DO-18-2565-56.01	\$125,000.00
(Bay Area – Regional Director)		
Ventura County CCD	DO-18-2565-57.01	\$125,000.00
(South Central Coast – Regional Director)		
Modesto Junior College/Yosemite CCD	DO-18-2565-58.01	\$100,000.00
(Central Valley/Mother Lode – Regional Director)		
	TOTAL	\$925,000.00

FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND [NAME OF COLLEGE DISTRICT]

This first amendment (hereinafter "Amendment") is entered into on this 4th day of February, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and Name of College District, on behalf of College Name (hereinafter "SUBCONTRACTOR"), which is hosting the Center of Excellence (COE) for Labor-Market Research, to amend that certain agreement #DO-18-2565-[xx] (hereinafter "Agreement") between the parties dated [Month Day], 2018, with a term of January 1, 2019, through June 30, 2019 (hereinafter "Term"). 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 "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as *Doing What Matters* initiatives and Key Talent positions; and

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 host and supervise the Center of Excellence (COE) for Labor-Market Research, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Payment and Invoicing will be amended as follows:

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@cccco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (exhibit D) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

Agreement No. DO-18-2565-xx.01 Grant No. 18-207-001

5.3 (3)

Sub-Agreement between RSCCD and NAME OF COLLEGE DISTRICT

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this First Amendment to be executed as of the day that both Parties have signed the Amendment.

	O SANTIAGO COMMUNITY GE DISTRICT		ACTOR: [Name of College District]
By:		By:	
Name:	Peter J. Hardash	Name:	
m: 1	Vice Chancellor		
Title:	Business Operations/Fiscal Services	Title:	
Date:		Date:	
Board A	approval Date: February 4, 2019		
		Emplo	ver/Taxpayer Identification Number (FIN)

Agreement No. DO-18-2565-xx.01 Grant No. 18-207-001

Sub-Agreement between RSCCD and [NAME OF COLLEGE DISTRICT]

List of Exhibits (revised January 2019)

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor's Office

Exhibit B: Host Opt-In/Out Confirmation Letter

Exhibit C: Articles I, Rev. 07/2018 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 #6 and #7.)

Exhibit D: Invoice Form and Instructions

Agreement No. DO-18-2565-xx.01 Grant No. 18-207-001 **EXHIBIT D**

COLLEGE/DISTRICT LETTERHEAD/LOGO

INVOIC	E			Date:		
				Invoice No.:		
Name						
Address:						
City:	;	State:	Zip:			
Attn:						
Bill To:	Rancho Santiago CCD (RSCCD) Attn: Sarah Santoyo 2323 North Broadway, Ste. 20 Santa Ana, CA 92706					
Agreement Nu	umber:					
Chancellor's O	ffice Project Monitor:					
Payment Type	: □Advance Payment		□Progress Pay	/ment	☐Final Payment	
	☐ Other Payment (des	cribe):				
Description of	Work and Dates Services Reno	lered:				
			Total A	mount Due:	\$	
District/Colleg	e Accounting Office Contact:		District	t/College Pro	gram Contact:	
Name:			Name:			
Title:			Title:			
Email:			Email:			
Phone number	r:		Phone	number:		

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rsccd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 4, 2019
Re:		ement between RSCCD and Mt. San Antonio cal Assistance Providers for Contract Education ninistration and Sector Strategy Grant
Action:	Request for Approval	

BACKGROUND

Through a competitive grant competition, RSCCD was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged for the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

Mt. San Antonio College currently hosts the Technical Assistance Providers for Contract Education (TAP-Contract Ed), and has been awarded another year of funding to continue in that role. The TAP-Contract Ed serves a statewide role providing resources, consultation, and guidance to assist colleges with strengthening their contract education capacity and services.

The Chancellor's Office and the fiscal agent, RSCCD have agreed to change the terms of payment from a reimbursement basis to a set payment schedule. As the workplan activities, outcomes and timelines have been developed in collaboration with the Chancellor's Office, a set payment schedule has been identified as the preferred method of payment. Consequently, a first amendment to the agreement has been developed to revise the payment clause. In addition, the clause on invoicing has been revised to reflect the invoicing process developed by the Chancellor's Office for fiscal agents. All other terms and provisions of the agreement remain unchanged (#DO-18-2565-59.01). To access a copy of the original approved sub-agreement, please click here.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact: none	Board Date: February 4, 2019
Prepared by: Maria N. Gil, Senior Resource Developme	ent Coordinator
Submitted by: Enrique Perez, J.D., Vice Chancellor of	Educational Services
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

FIRST AMENDMENT GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

This first amendment (hereinafter "Amendment") is entered into on this 4th day of February, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and Mt. San Antonio Community College District (hereinafter "SUBCONTRACTOR") on behalf of Mt. San Antonio College, to amend that certain agreement #DO-18-2565-59 (hereinafter "Agreement") between the parties dated November 26, 2018, with a term of January 1, 2019, through December 31, 2019 (hereinafter "Term"). 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 "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as *Doing What Matters* initiatives and Key Talent positions; and

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 host and supervise the **Technical Assistance Providers for Contract Education**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Payment and Invoicing will be amended as follows:

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@ccco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (exhibit C) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the

Agreement No. DO-18-2565-59.01 Key Talent Administration & Sector Strategy Fiscal Agent Grant No. 18-2017-001 5.4 (2) Page 1

terms and conditions contained herein and have caused this First Amendment to be executed as of the day that both Parties have signed the Amendment.

	O SANTIAGO COMMUNITY GE DISTRICT		ONTRACTOR: MT. SAN NIO COMMUNITY COLLEGE ICT
By:		By:	
Name:	Peter J. Hardash	Name:	
	Vice Chancellor		
Title:	Business Operations/Fiscal Services	Title:	
Date:		Date:	
Board A	pproval Date: February 4, 2019		
			95-6002131
		•	Employer/Taxpayer Identification Number (EIN)

List of Exhibits (revised January 2019)

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor's Office

Exhibit B: Articles I, Rev. 07/2018 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 #6 and #7.)

Exhibit C: Invoice Form and Instructions

Agreement No. DO-18-2565-59.01 Grant No. 18-2017-001 **Exhibit C**

COLLEGE/DISTRICT LETTERHEAD/LOGO

INVOIC	E			Date:	
				Invoice No.:	
Name					
Address:					
City:	:	State:	Zip:		
Attn:					
Bill To:	Rancho Santiago CCD (RSCCD) Attn: Sarah Santoyo 2323 North Broadway, Ste. 20 Santa Ana, CA 92706				
Agreement N	umber:				
Chancellor's O	ffice Project Monitor:				
Payment Type	:: □Advance Payment		□Progress Pay	yment	☐ Final Payment
	☐ Other Payment (des	cribe):			
Description of	Work and Dates Services Rend	dered:			
			Total A	Amount Due:	\$
District/Colleg	ge Accounting Office Contact:		Distric	t/College Pro	gram Contact:
Name:			Name:		
Title:			Title:		
Email:			Email:		
Phone number	r:		Phone	number:	

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rsccd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

То:	Board of Trustees	Date: February 4, 2019
Re:	Approval of First Amendment to Sub-Agreement Community College District funded by the Carl Education Improvement Act of 2006, Perkins IV	D. Perkins Career and Technical
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the 2018/2019 Regional Consortia, funded by the Carl D. Perkins Career and Technical Education Act of 2006, Perkins IV Title I-Part B. Each of the seven regions in the state have a Regional Consortium to serve as a hub for career education program planning and development, workforce and economic development, partnership development with industry, business, workforce development partners, and K-12 and higher education leaders, and to facilitate and support implementation of grant and policy initiatives on a regional basis.

ANALYSIS

Butte-Glenn Community College District, host district to the North/Far North Regional Consortium, has requested that the disputes clause include a sentence in the last paragraph related to legal remedies available to the parties as prescribed by law. Consequently, a first amendment to the sub-agreement has been developed to revise the disputes clause (#DO-18-1592-5.1). To access a copy of the original approved sub-agreement, please click here.

Project Director: Sarah Santoyo **Project Administrator**: Enrique Perez

RECOMMENDATION

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

Fiscal Impact: none Board Date: February 4, 2019

Prepared by: Maria N. Gil, Senior Resource Development Coordinator

Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services

Recommended by: Raúl Rodríguez, Ph.D., Chancellor

FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

This first amendment (hereinafter "Amendment") is entered into on this 4th day of February, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and **Butte-Glenn Community College District** (hereinafter "SUBCONTRACTOR"), on behalf of the **North Far North Regional Consortium**, to amend that certain Agreement #DO-18-1592-5 (hereinafter "Agreement") between the parties dated June 25, 2018, with a term of July 1, 2018, through June 30, 2019 (hereinafter "Term"). 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 "Perkins 1B - Regional Consortia," grant Prime Award #18-208-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to distribute the 2018/2019 Regional Consortia grants hosted in each of seven regions in the state, and perform sub-recipient monitoring in coordination with the PRIME SPONSOR,

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, **THEREFORE**, it is mutually agreed by the Parties to amend the following:

Disputes will be amended as follows:

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of

Agreement No. DO-18-1592-5.1 Grant No. 18-150-001

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. Nothing in this paragraph limits the legal remedies available to the Parties as prescribed by law.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this First Amendment to be executed as of the day that both Parties have signed the Amendment.

	O SANTIAGO COMMUNITY GE DISTRICT		ONTRACTOR: Butte-Glenn number of the control of the
By: Name:		By: Name:	
Name.	Peter J. Hardash	maine.	
	Vice Chancellor		
Title:	Business Operations/Fiscal Services	Title:	
Date:		Date:	
Board A	Approval Date: February 4, 2019		
			Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

То:	Board of Trustees	Date: February 4, 2019
Re:	Approval of First Amendment to Sub-Agreement betwee Impact LLC for the Sector Navigator – Information Con Technology/Digital Media Sector Grant	•
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded a2018/19 Sector Navigator — Information Communications Technology/Digital Media grant, Grant #18-158-001, by the California Community Colleges Chancellor's Office, Workforce and Economic Development Division. The grant requires the Sector Navigator to implement a statewide project that will strengthen and develop the California Community Colleges' information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

ANALYSIS

The Rancho Santiago Community College District and Integrative Impact LLC have mutually agreed to expand the scope of work, and to augment the sub-award amount from \$40,000 to \$65,000 (increase of \$25,000). Consequently, the attached first amendment has been prepared to amend the cost accordingly (DO-18-2535.01.01). To access a copy of the original approved sub-agreement, please click here.

Project Director: Sarah Santoyo **Project Administrator**: Enrique Perez

RECOMMENDATION

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

Fiscal Impact: \$25,000 (grant funded)

Prepared by: Francisco Villaseñor, Resource Development Coordinator

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 **First Amendment** (hereinafter "Amendment") is entered into on this 4th day of February, 2019, 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 awarded a "Sector Navigator – Information Communications Technology/Digital Media Sector" Grant #18-158-001, (hereinafter "Grant"), from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

WHEREAS, SUBCONTRACTOR want to expand the Scope of Work for the agreement and amend the Total Cost of the Agreement;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Item 1. Statement of Work, page 1, of the Agreement is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A, Amended 12/18/18*), 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.

Item 3. Total Cost, page 1, of the Agreement is amended as follows:

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$65,000 USD. Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with the Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this FIRST AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	SUBCONTRACTOR: Integrative Impact LLC
By:	By:
Name: Peter J. Hardash	Name: Nicole Sherman
Vice Chancellor	
Title: Business Operations/Fiscal Services	Title: Manager
Date:	Date:
	81-1279311
	Employer/Taxpayer Identification Number (EIN)

Board Approval Date: February 4, 2019

EXHIBIT A (amended 12/18/18)



December 18, 2018

Steve Wright, Sector Navigator Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706-1640

Dear Steve,

Per our discussion about your needs for ICT-DM Sector website redesign and hosting and maintenance of related sites, I have included a proposal for my services as an independent contractor for the remainder of the 2018-19 year as follows:

Services to be Performed:	ICT-DM Sector Site [www.ictdmsector.org] Custom website redesign ADA Compliance and Certification Hosting Site maintenance (plugin, software core updates & security) ICT-DM Sector Site - old [www.ict-dm.net] Interim hosting during website redesign NETLAB+ User Group Site [www.cccnetlabsug.org] Hosting Site maintenance (plugin, software core updates & security) Website edits ENT-EDGE Site [www.ent-edge.org] Hosting Site maintenance (plugin, software core updates & security) Website edits
Compensation:	Augmentation of \$25,000 to current contract/purchase order PO19-PO199175

Please let me know if you have any questions. I look forward to our work together on these sites.

Sincerely,

Nicole Sherman Owner, Integrative Impact LLC







RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 4, 2019	
Re:	11	st Amendment to Sub-Agreement between RSCCD and productOps Vorkforce Program K-12 Pathway Coordinators and K-14 Technical riders Grant	
Action:	Request for Approval		

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Grant Award #18-205-011, funded by the California Community Colleges Chancellor's Office (CCCCO), Workforce and Economic Development Division (WEDD), to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

productOps developed the NOVA system, an online platform for planning, project applications, fiscal reporting, and data collection for CCCCO WEDD programs. As the NOVA system expands and undergoes modification to accommodate more programs (i.e., the K-12 Strong Workforce Program) and accommodate the needs of users, the CCCCO has approved additional funding in order for productOps to develop program review and funding applications. Consequently, a first amendment to the sub-agreement has been developed to increase the sub-award amount from \$767,000 to \$1,000,000 (an increase of \$233,000) and to include the scope of work approved by the Chancellor's Office. To access a copy of the original approved sub-agreement, please click here.

Project Director: Sarah Santoyo **Project Administrator**: Enrique Perez

RECOMMENDATION

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

Fiscal Impact: \$233,000 (grant-funded)

Prepared by: Maria N. Gil, Senior Resource Development Coordinator

Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services

Recommended by: Raúl Rodríguez, Ph.D., Chancellor

FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND PRODUCTOPS

This first amendment (hereinafter "Amendment") in entered into on this 4th day of February 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and productOps (hereinafter "SUBCONTRACTOR"), to amend that certain agreement #DO-18-2559-01 (hereinafter "Agreement") between the parties dated December 10, 2018, with a term of November 1, 2018 through December 31, 2020 (hereinafter "Term"). 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 Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #18-205-011 (hereinafter "Grant") to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

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

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A.1*), 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.

Total Cost will be amended as follows:

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall be augmented from \$767,000.00 to \$1,000,000.00, an increase of \$233,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A.1*) 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.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this First Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT		SUBCONTRACTOR: productOps	
By:		Ву:	
Name:	Peter J. Hardash	Name: Bob Cagle	
Title:	Vice Chancellor Business Operations/Fiscal Services	Title: CEO	
Date:		Date:	
Board A	pproval Date: February 4, 2019	26-2920333 Employer/Taxpayer Identification Number	er (FIN)

List of Exhibits (updated January 2019)

Exhibit A: Scope of Work (Project IDs: C-085-023 and C-085-027)

Exhibit A.1: Scope of Work (Project ID: C-085-031)

Exhibit B: Articles I, Rev. 09/18 and Article II, Rev. 05/14 (NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

Agreement No. DO-18-2559-01.01 Grant No. 18-205-011





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CALIFORNIA COMMUNITY COLLEGE

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NOVA SWP for K12 Application Review & Funding

Statement of Work

Chancellor's Office 1102 Q Street, 5th Floor Sacramento, CA 95811

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Project ID: C-085-031

Objective

The priority objective of this statement of work (SOW) is to develop the K12 Strong Workforce Program Application Review & Funding. The functionality will provide a platform for the regional review committee to independently score a given application. Once reviewed the selection committee may fund applications through a flexible interface. In addition, once an application is funded there will be a budget & workplan process for the LEA.

50. 经通信的的证据,在10. 数点点大量的数据的数据数据的简单的运动物中的证据。

The data captured will be available in Looker for reporting and analytics to track and inform future decisions.

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It is the intention of this SOW to detail the items that are high-value and high priority for CCC and we jointly believe can be delivered within the requested time period. In accordance with the Agile approach, if priorities change within this period CCC and productOps will together define an updated set of deliverables.

productOps Approach

productOps uses an Agile development process. Agile consists of biweekly sprints that have defined tasks to be accomplished. Each sprint concludes with a demonstration of functional software. Each sprint may contain design, development, testing, operations, and other tasks.

ormalistic College Agreement

This document is proprietary and confidential property of and may contain trade secrets belonging to: productOps, 110 Cooper St., Suite 201, Santa Cruz, CA 95060 and CCCCO 1102 Q St., 5th Floor, Sacramento, CA 95811. Distribution or dissemination of this document to individuals who are not bound by a written confidentiality agreement is prohibited.





productOps provides tools for managing the Agile process that will allow for transparency to the Chancellor's Office team. Additional tools provided by the Chancellor's Office may be incorporated if that is preferred.

productOps will assign a Project Manager that will be the primary contact for the Chancellor's Office team. We believe keeping teams consistent during projects produces a higher quality product. The productOps Project Manager will work with the Chancellor's Office team to ensure proper and consistent staffing.

Deliverables

The following are the high-value and priority deliverables that will be the delivery focus of this SOW product and will be adjusted with both parties agreement if there is a business reason to do so:

- Conduct the required discovery to have adequate level of detail of the requirements.
- Develop end to end mock ups to demonstrate functionality in NOVA.
- Build end-to-end functionality based on the approved mock ups.
 - o Application scoring system, summary view, funding & LEA budget & workplan.
- Develop the backend of NOVA and API service to accommodate the data and workflows of the application with the scalability for future data requirements of SWP for K12.
- Develop the front end of NOVA with a standard workflow design to deliver the K12 SWP application requirements.
- Looker Analytics that detail application details determined by the stakeholders.

Assumptions

The following assumptions reflect productOps expectations:

The mock ups reflecting the requirement specifications will be approved by January 8th,
 2019.

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- Any changes after approval will put the due date at risk.
- The mock ups will be socialized with the field to receive feedback.
 - Feedback should be provided to productOps on January 15th.
- The Chancellor's Office and productOps will work closely together to set and communicate priorities.





- CCC will provide timely feedback on work product so the right solutions are built to meet the needs.
- All deliverables will be available in NOVA on March 1st, 2019.

Risks

The following risks are identified so that productOps and the Chancellor's Office can work towards mitigations of these items:

- Changes to specification may cause delays and prevent deliverables from meeting the time constraint.
 - **Mitigation:** productOps will make every effort to minimize this impact by provided end to end mock ups and communicate the impact of these changes as soon as they become known.
- Change management will be imperative to the success and continued adoption of NOVA.
 Mitigation: productOps is prepared to work in collaboration with the Chancellor's Office on the change management effort though instruction, site visits, and any means requested.

Cost

The Chancellor's Office and productOps will work together to limit any unnecessary features and "scope creep" to complete the services successfully within budget.

- I. **Price**. Fixed fee of \$233,000 (excl. expenses) invoiced. Invoicing will be monthly for the appropriate apportioned amount.
- II. Payment. Payment terms are net 30 days with monthly invoicing. All prices shown in USD. The total estimated amount will not be exceeded unless the parties agree otherwise in writing.
- III. Please ensure that the corresponding PO is for the total project budget of \$233,000





Signatures

An Authorized signature on this page by a Chancellor's Office representative indicates acceptance of the statement of work and contract.

Chr.	A Section 1	
Chancellon's Office Representative	productOps	
Title 1/24/19	Title	
Date /	Date	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Service Agreement with Jennifer Walsvick	
Action:	Request for Approval	

BACKGROUND

Best practices in the field of early childhood care and education call for programs to address the whole child, which includes the social emotional and mental health of the child and family. Subsequently, the Early Head Start program and the California State Preschool program include related compliance mandates within their grant's funding terms and conditions

ANALYSIS

This service agreement will allow Jennifer Walsvick to provide supervised support and guidance on the child development site regarding child/family referrals and services for the Early Head Start program, and provide mental health consulting services, coordination, record keeping and documentation to ensure compliance with grants in the Child Development Services department.

RECOMMENDATION

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

Fiscal Impact: \$22,000 (grant funded) Board Date: February	
Prepared by: Janneth Linnell, Executive Director of Child De	velopment Services
Submitted by: Enrique Perez, Vice Chancellor, Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Service Agreement

BETWEEN

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

("District")
-AND-

Jennifer Walsvick, LCSW 12811 Dunas Road Santa Ana, CA 92705 ("Service Provider")

BACKGROUND:

A. "District" is of the opinion that "Service Provider" has the necessary qualifications, experience and abilities to provide services in connection with the business of the "District".

B. "Service Provider" is agreeable to providing services to "District", on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Scope of Work

"Service Provider" agrees to provide "District" with services of providing supervised support and guidance on the child development site regarding child/family referrals and services for the center-based and home-based programs; provide staff and parents' mental health education workshops/meetings, coordination, record keeping and documentation to ensure compliance with the Early Head Start grant in the Child Development Services department. "Service Provider" will provide all, materials, tools, and other items necessary to complete the contracted services.

Term of Agreement

The term of this Agreement will begin February 5, 2019 and will remain in full force and effect until December 31, 2019.

Performance

Service Provider will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California.

Compensation

"District" shall pay "Service Provider" \$50.00 (fifty dollars and no cents) per hour not to exceed \$22,000.00 (twenty two thousand dollars and no cents) for completing contract services.

Invoicing and Payments

"Service Provider" shall submit monthly invoices to "District" for services performed in the immediate prior month. Service Provider's invoices shall be in such a form and format with substantiated data as requested by "District".

Within 30 (thirty) days of receipt of Service Provider's invoices, "District" will make payment to "Service Provider" of undisputed amounts of the Service Agreement price due for services. "District" may withhold or deduct form amounts otherwise due to Service Provider hereunder if Service Provider fails to perform material obligations to be performed on its part under this Service Agreement, with the amounts withheld or deducted being released after Service Provider has fully cured such failure of performance, less costs, damages or losses sustained by "District".

Independent Contractor

It is expressly agreed that "Service Provider" is acting as an independent contractor and not as an employee in providing the Services hereunder. "Service Provider" and "District" acknowledge that this Agreement does not create a partnership or joint venture between them.

Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the Party to receive such notice.

Notices shall be sent to the RSCCD address, attention Vice Chancellor Business Operations/Fiscal Services with a copy of notice to the Executive Director of Child Development Services.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation only for costs incurred prior to receipt of notice of termination and for the Services satisfactorily rendered as of the date of termination and delivered to the "District".

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Confidentiality Clause

All work completed on behalf of District by Service Provider will be held confidential and confidentiality shall survive termination or expiration of Agreement.

Indemnification

"Service Provider" agrees to defend, indemnify, and hold "District", its officers, agents, employees, and volunteers, harmless 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 "District".

Insurance

"Service Provider" shall, at its sole cost and expense, procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder

a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The District, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitations on the coverage afforded to the District, its Board of Trustees, and their officials, employees, and agents.

Entire Agreement.

This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

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.

DISTRICT: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	SERVICE PROVIDER: JENNIFER WALSVICK, LCSW	
By:	By:	
Name: Peter J. Hardash	Name:	
Vice Chancellor		
Title: Business Operations/Fiscal Services	Title:	
Date:	Date:	
	Employer/Taxpayer Identification Number (EIN)	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

То:	Board of Trustees	Date: February 4, 2019
Re:	Approval of Board of Trustees' Guiding Principle and for 2019-2020	Charges to the Chancellor
Action:	Request for Approval	

BACKGROUND

The role of the Board of Trustees is to set policy and direction for the future of the district. This information is then provided to the Chancellor for implementation. With the retirement of the current Chancellor at the end of June 2019, the Board of Trustees desired to provide the new Chancellor with clear direction for the 2019-2020 academic year.

ANALYSIS

A Board Retreat was held January 18 and 19, 2019 to develop direction to the Chancellor for 2019-2020. The board agreed that discussion and identification of goals would take place under the overarching Guiding Principle that:

The Rancho Santiago Community College District will be student ready and learner focused.

Discussion during the retreat resulted in the identification of specific "Charges to the Chancellor" for the 2019-2020 academic year. These charges demonstrate the board's support of the colleges' work to insure student success and completion.

The attached document was the result of the discussion at the retreat and is being presented for approval and adoption.

RECOMMENDATION

It is recommended that the Board of Trustees approve and adopt the Board of Trustees' Guiding Principle and Charges to the Chancellor for 2019-2020.

Fiscal Impact:	None Board Date: February 4, 2019
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor
Recommended b	by: Phillip E. Yarbrough, President – RSCCD Board of Trustees



Board of Trustees' Guiding Principle and Charges to the Chancellor 2019-2020

Guiding Principle

The Rancho Santiago Community College District will be student ready and learner focused.

Goal #1

RSCCD is committed to Guided Pathways and an implementation plan for both colleges to be a Guided Pathways college will be completed by fall 2020.

Goal #2

RSCCD will establish a district-wide Guided Pathways task force to support the implementation of Guided Pathways throughout the district.

Goal #3

The Board will revise policy and allocate resources as required in support of Guided Pathways.

Goal #4

The Board will adopt metrics for student success and equity in order to monitor progress.

Goal #5

The Board is committed to working with K-12 and universities to provide seamless pathways for students.

Goal #6

The Board is committed to finalizing the long-term facilities plan for our two college centers in the year ahead.

Goal #7

The Board has an ongoing commitment to the safety of our students and employees.

It was agreed that the guiding principle and board goals would be presented for adoption by the Board at the February 4, 2019 meeting.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

То:	Board of Trustees	Date: February 4, 2019
Re:	First Reading of Board Policies	
Action:	Information	

BACKGROUND

The Board Policy Committee met on January 18, 2019 and reviewed revised policies. These policies are presented for a first reading.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to board policies as required. The Board Policy Committee is recommending the attached policies be updated and revised to conform to the CCLC recommendations and as recommended by District Administration.

RECOMMENDATION

These policies are presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	February 4, 2019
Prepared by:	Debra Gerard, Executive Assistant to t	the Chancellor	
Submitted by:	Debra Gerard, Executive Assistant to	the Chancellor	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Chapter 2 Board of Trustees

BP 2330 Quorum and Voting

Reference:

Education Code Sections <u>15266</u>, 72000 <u>subdivision</u> (d)(3), 81310 et seq., 81365, 81511, 81432

Government Code Section 53094, 54950, et seq.

Code of Civil Procedure Section 1245.240

A majority of the members of the Board shall constitute a quorum for the transaction of business. Four votes shall be necessary to determine the outcome of any issue. Less than a quorum may adjourn any meeting to a future date.

Two members of the Board shall constitute a quorum for any meeting of a standing or ad hoc committee of the Board.

The Board shall act by majority vote of all the membership of the Board, except as noted below.

No action shall be taken by secret ballot. The Board will publicly report any action taken in open session and the vote or abstention of each individual member present.

The following actions require a two-thirds majority of all members of the Board:

- Resolution to pursue the authorization and issuance of bonds by a 55% vote of the electorate;
- Resolution of intention to sell or lease real property (except where an unanimous vote is required);
- Resolution of intention to dedicate or convey an easement;
- Resolution authorizing and directing the execution and delivery of a deed;
- Action to declare the District exempt from approval requirements of a planning commission or other local land use body;
- Appropriation of funds for an undistributed reserve;
- Resolution to condemn real property.
- Resolution to pursue the authorization and issuance of bonds pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution.

The following actions require a unanimous vote of all the members of the Board:

 Resolution authorizing a sale or lease of District real property to the state, any county, city or to any other school or community college district; • Resolution authorizing lease of District property under a lease for the production of gas.

July 21, 2014 (Previously BP9016) xxxxxxxx, 2019 Revised:

Revised:

Chapter 2 Board of Trustees

BP 2735 Board Member Travel

Reference:

Education Code Section 72423

Members of the Board shall have travel expenses reimbursed whenever they travel as representatives of and perform services directed by the Board. Such board travel and reimbursement for travel by Board members outside of the district boundaries must receive prior approval from the Board of Trustees. The Executive Committee of the Board of Trustees, in consultation with the Chancellor, may provide prior authorization for such travel when needed, pending full Board approval. Standard district travel procedures and rates will be used for reimbursement.

The Board President, in conjunction with the Chancellor, will prepare a list of conferences and legislative executive visits that Board members may wish to attend or will assist Board members in their continuing education and fulfillment toward the mission of the district. The Chancellor, in consultation with the Board President, shall prepare a budget for board travel.

The timely registration for conferences is required. The district will only reimburse conference registration fees at the published early registration rate.

The district shall not pay for lodging that exceeds the published standard single occupancy room rate for conferences.

See Administrative Regulations (AR 7400)

Revised: October 8, 2012 (Previously BP9011)

Revised: October 24, 2016
Reaffirmed: December 12, 2016
Reaffirmed: December 4, 2017
Revised: xxxxxxxx, 2018

Chapter 3
General Institution

BP 3550 Drug Free Environment and Drug Prevention Program

Reference(s):

Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g 1011i 34 C.F.R. Section 86.1 et seq. Drug Free Workplace Act of 1988, 41 U.S.C. Section 702 8103

The District shall be free from all drugs and from the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion or dismissal.

<u>Drug addiction is a complex disorder that can involve virtually every aspect of an individual's functioning – in the family, at work and school, and in the community.</u>

The Chancellor shall assure that the District distributes annually to each student the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

Special Requirements for Employees Engaged on Federal Contracts and Grants:

The Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D) requires that district faculty and staff directly engaged in the performance of work on a Federal contract or grant shall abide by this policy as a condition of employment and shall notify the district within five days if they are convicted of any criminal drug statute violation occurring in the workplace or while on district business. The district is required to notify the Federal contracting or granting agency within ten days of receiving notice of such conviction, take appropriate corrective action, or require the faculty or staff member to participate satisfactorily in an approved drug-abuse assistance or rehabilitation program.

Revised: August 19, 2013 (Previously BP3523)

Revised: Xxxxxxxxxx, 2019

Chapter 6 Business and Fiscal Affairs

BP 6250 Budget Management

Reference(s):

Title 5 Sections 58307 and 58308

The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. Budget revisions shall be made only in accordance with these policies and as provided by law.

Due to the significant funding variability and uncertainty related to the Student Centered Funding Formula, Tthe District's unrestricted general reserves shall be no less than 12.5% of total expenditures. 5%. (A prudent reserve is defined by the State Chancellor's Office as 5%.) (The Government Finance Officers Association (GFOA) recommends a reserve of no less than two months of regular general fund operating revenues or regular general fund operating expenditures and Schools Services of California recommends a minimum 10% reserve level.)

No appropriation to any expenditure classification shall be made from this reserve without a two-thirds vote of the Board of Trustees. In the event the reserve becomes less than 12.5%, the Chancellor shall, within 120 days, implement a plan to replenish the reserve to at least 12.5%.

Revenues accruing to the District in excess of amounts budgeted shall be added to the District's reserve for contingencies. They are available for appropriation only upon a resolution of the Board that sets forth the need according to major budget classifications in accordance with applicable law.

Board approval is required for changes between major expenditure classifications. Transfers from the reserve for contingencies to any expenditure classification must be approved by a two-thirds vote of the members of the Board. Transfers between expenditure classifications must be approved by a majority vote of the members of the Board.

Revised: July 21, 2014 (Previously BP3204 and BP3205)

Revised: xxxxx, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET MANAGEMENT/ACADEMIC February 4, 2019

MANAGEMENT

Employment Agreement/Attachments #1-2

Dela Cruz, Maria Dean, Counseling Division Student Services Santa Ana College

Paramore, Stephanie Dean, Instruction & Student Services Centennial Education Center Continuing Education Division Santa Ana College

Revised Job Description/Attachment #3

Dean

Science, Mathematics & Health Sciences Division Santa Ana College Academic Management Grade Level B

Appointment/Interim to Permanent

Santoyo, Sarah R. From: Executive Director, Resource Development Educational Services

To: Assistant Vice Chancellor, Educational Services

District

Appointment to Interim Assignment/Employment of Retired STRS Member

Breeden, Carolyn
Interim Dean
Science, Mathematics & Health Sciences Division

Effective: January 28, 2019
Salary Placement: B-1 \$584.49/Day
(Limited to 76 days)

Santa Ana College

Ratification of Resignation/Retirement

Bhandari, Archana Effective: February 5, 2019 (Last Day)
Director, Academic Support-Santa Ana College Reason: Resignation

Information Technologies Services

District

Effective: January 28, 2019

To: A-1 \$150,489.91/Year

From: E-6 \$142,379.60/Year

February 4, 2019

MANAGEMENT (CONT'D)

Ratification of Resignation/Retirement (cont'd)

Birk, John Effective: July 10, 2019 (Last Day)

Director, Information Systems Reason: Retirement

Human Resources

District

Jaffray, Shelly Effective: June 30, 2019 (Last Day)

Dean, Humanities & Social Sciences Division Reason: Retirement

Santa Ana College

FACULTY

2019 Spring FARSCCD Beyond Contract/Overload Hourly Step Increases/Attachment #4

2019 Spring FARSCCD Hourly Step Increases/Attachment #5

Appointment

Diamond, Zachary

Effective: February 4, 2019
Assistant Professor, Welding

Final Salary Placement: II-7 \$73,619.95/Year

Human Services & Technology Division

Final Salary Placement: II- / \$/3,619.95/ Year

(Requisition #AC18-0677)

Santa Ana College

Gonzales, Gregory Effective: February 4, 2019

Assistant Professor, Welding Final Salary Placement: I-11 \$80,039.43/Year

Human Services & Technology Division (Requisition #AC18-0663)

Santa Ana College

Ratification of Resignation/Retirement

Fouquette, Anna Effective: January 17, 2019 (Last Day)

Master Teacher Reason: Disability Retirement

SCC Child Development Center

Child Development Services

District

Banked Leave/Withdrawal

Galvan, Javier Effective: August 20, 2018 – June 8, 2019

Professor, Spanish Withdrawal: 3.0 LHE/Semester

Humanities & Social Sciences Division (Concurrent with Sabbatical Leave)

Santa Ana College

Banked Leave/Withdrawal (cont'd)

Geissler, Joseph Effective: February 4 – June 8, 2019

Professor/Librarian Withdrawal: 15.0 LHE

Institutional Effectiveness, Library &

Learning Support Services Santiago Canyon College

Lopez, Jorge Effective: February 4 – June 8, 2019

Professor, Biology Withdrawal: 15.0 LHE

Science, Mathematics & Health

Sciences Division Santa Ana College

Lui, Rachel Effective: February 4 – June 8, 2019

Assistant Professor, Math Withdrawal: 3.0 LHE

Science, Mathematics & Health

Sciences Division Santa Ana College

Macdonald, Juli Effective: February 4 – June 8, 2019

Professor, Kinesiology Withdrawal: 15.0 LHE

Kinesiology, Health & Athletics Division Santa Ana College

Mc Millan, Jeffrey Effective: February 4 – June 8, 2019

Professor, Chemistry Withdrawal: 6.0 LHE

Science, Mathematics & Health

Sciences Division Santa Ana College

Moore, Kathleen Effective: February 4 – June 8, 2019

Professor, Math Withdrawal: 3.2 LHE

Mathematics & Sciences Division

Santiago Canyon College

Morris, Aaron Kimo Effective: February 4 – June 8, 2019

Associate Professor, Biology Withdrawal: 3.0 LHE

Science, Mathematics & Health

Sciences Division Santa Ana College

Banked Leave/Withdrawal (cont'd)

Orr, Estelle Effective: February 4 – June 8, 2019

Professor, Art Withdrawal: 0.3 LHE

Fine & Performing Arts Division

Santa Ana College

Scott, Randy Effective: February 4 – June 8, 2019

Professor, Math Withdrawal: 1.2 LHE

Mathematics & Sciences Division

Santiago Canyon College

Sosta, Rachel Effective: February 4 – June 8, 2019

Associate Professor, English Withdrawal: 1.0 LHE

Humanities & Social Sciences Division

Santa Ana College

Leave of Absence

Hernandez Morales, Arturo Effective: January 22, 2019 – February 19, 2019

Instructor, Vocational/Office Technology
Continuing Education Division (CEC)

Effective: March 26, 2019 – April 23, 2019
Reason: Parental Leave

Santa Ana College

Beyond Contract/Overload Stipend

Chaidez, Maria Effective: December 16, 2018

Assistant Professor/Counselor Amount: \$500.00

Counseling & Student Support

Reason: Staff Development-Basic Skills

Services Division

(Project #2058)

Santiago Canyon College

Deeley, Steven Effective: November 7, 2018

Professor, Business Administration Amount: \$360.00

Business & Career Technical Reason: Matriculation/Student Assessment

Education Division (Project #2380)

Santiago Canyon College

Evett, Corinna Effective: January 7, 2019

Professor, English Amount: \$1,275.00 Arts, Humanities & Social Reason: Program Facilitation

Sciences Division (Project #2549)

Santa Ana College

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET February 4, 2019

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Freese, Amy Effective: November 7, 2018

Assistant Professor, Reading Amount: \$360.00

Arts, Humanities & Social Reason: Matriculation/Student Assessment Sciences Division (Project #2380)

Santiago Canyon College

Freese, Amy Effective: December 5, 2018

Assistant Professor, Reading Amount: \$180.00

Arts, Humanities & Social Reason: Matriculation/Student Assessment

Sciences Division (Project #2380)

Santiago Canyon College

Gause, Tiffany Effective: January 7, 2019

Associate Professor, Sociology
Arts, Humanities & Social

Amount: \$1,275.00
Reason: Program Facilitation

Sciences Division Santiago Canyon College

Gutierrez, Erika Effective: November 7, 2018

Assistant Professor, Sociology Amount: \$360.00

Arts, Humanities & Social Reason: Matriculation/Student Assessment

Sciences Division (Project #2380)

Santiago Canyon College

Gutierrez, Erika Effective: December 5, 2018

Assistant Professor, Sociology Amount: \$180.00

Arts, Humanities & Social Reason: Matriculation/Student Assessment

Sciences Division (Project #2380)

Santiago Canyon College

Hager, Benjamin Effective: November 1, 2018

Associate Professor, Math Amount: \$1,000.00

Science, Mathematics & Reason: Curriculum Development-Engineering

Health Sciences Division (Project #2219)

Santa Ana College

James, Scott Effective: November 7, 2018

Associate Professor/Coordinator, Amount: \$360.00

Distance Education Reason: Matriculation/Student Assessment

Academic Affairs (Project #2380)

Santiago Canyon College

(Project #2549)

Beyond Contract/Overload Stipend (cont'd)

Kubicka-Miller, Jared Effective: November 7, 2018

Professor, Communication Amount: \$180.00

Arts, Humanities & Social Reason: Matriculation/Student Assessment

Sciences Division (Project #2380)

Santiago Canyon College

Kubicka-Miller, Jared Effective: December 7, 2018

Professor, Communication Amount: \$180.00

Arts, Humanities & Social Reason: Matriculation/Student Assessment

Sciences Division (Project #2380)

Santiago Canyon College

Malone, Charlie Effective: November 9, 2018

Associate Professor, American Amount: \$540.00

Sign Language Reason: Matriculation/Student Assessment Arts, Humanities & Social (Project #2380)

Sciences Division
Santiago Canyon College

McLean, Stephen Effective: November 7, 2018

Associate Professor, Water Utility Science Amount: \$360.00

Business & Career Technical Reason: Matriculation/Student Assessment

Education Division (Project #2380)

Santiago Canyon College

Miller, Robert Effective: November 9, 2018

Associate Professor, Art

Amount: \$540.00

Arts, Humanities & Social

Reason: Matriculation/Student Assessment

Sciences Division (Project #2380)

Santiago Canyon College

Morris, Aaron Kimo Effective: November 30, 2018

Associate Professor, Biology

Science, Mathematics & Health

Sciences Division

Support Services Biology

Support Services Biology

Sciences Division Support Services-Biology
Santa Ana College (Project #1723)

Pecenkovic, Nidzara Effective: November 9, 2018

Assistant Professor, English Amount: \$540.00

Arts, Humanities & Social Reason: Matriculation/Student Assessment

Sciences Division (Project #2380)

Santiago Canyon College

Beyond Contract/Overload Stipend (cont'd)

Shields, Jolene Effective: December 5, 2018

Professor, Adult Basic Education & Amount: \$180.00

High School Subjects Reason: Matriculation/Student Assessment Continuing Education Division (Project #2380)

Santiago Canyon College

Taylor, Michael R. Effective: December 3, 2018

Assistant Professor, Television/Video Amount: \$2,465.00

Communications Reason: Other Instructional Support Fine & Performing Arts Division Services-Television/Film/Video

Santa Ana College (Project #2187)

2019 Spring FARSCCD Column Changes

Clatterbuck, Shelby
Instructor, Child Development
Business & Career Technical Education Division

Effective: February 11, 2019
From: Column 3, Step 5 \$71.28
To: Column 4, Step 5 \$74.74

Santiago Canyon College

Emamjomeh, Shayan Effective: February 11, 2019
Instructor, Fire Technology From: Column 1, Step 3 \$58.56
Human Services & Technology Division To: Column 2, Step 3 \$61.50

Santa Ana College

Hunter, Carly
Instructor, English
From: Column 2, Step 4 \$64.57
Humanities & Social Sciences Division
To: Column 3, Step 4 \$67.79

Santa Ana College

Hurtado, Alejandra Effective: February 11, 2019
Instructor/Counselor From: Column 2, Step 5 \$67.69/\$57.63
Counseling Division To: Column 3, Step 5 \$71.18/\$60.51

Santa Ana College

Nabulsi, Abeer Effective: February 11, 2019
Instructor, French From: Column 3, Step 5 \$71.28

Humanities & Social Sciences Division To: Column 4, Step 5 \$74.74

Santa Ana College

Page, James Effective: February 11, 2019
Instructor, Philosophy From: Column 3, Step 5 \$71.18

Humanities & Social Sciences Division

To: Column 4, Step 5 \$74.74

Santa Ana College

2019 Spring FARSCCD Column Changes

Ross, Marissa Effective: February 11, 2019
Instructor, Kinesiology From: Column 1, Step 3 \$52.72
Kinesiology & Athletics Division To: Column 2, Step 3 \$55.35

Santa Ana College

Telford, Jennifer Effective: February 11, 2019
Instructor, Criminal Justice From: Column 1, Step 5 \$64.57
Human Services & Technology Division To: Column 2, Step 5 \$67.79

Santa Ana College

Part-time/Hourly New/Rehires

Augustyn Davis, Aneta M Effective: February 04, 2019

Instructor, Music

Fine & Performing Arts Division

Santa Ana College

Contreras, Sandra E

Clinical Nurse

Effective: February 04, 2019

Hourly Rate: I-3 \$58.56

Science, Math & Health Sciences Division

Santa Ana College

Gamache, Diane C Effective: February 07, 2019
Instructor, American Sign Language Hourly Lecture Rate: I-3 \$58.56

Humanities & Social Sciences Division

Santa Ana College

Hoffman, Laura D Effective: February 04, 2019

Instructor, Art Hourly Lecture/Lab Rates: II-3 \$61.60/\$55.35

Fine & Performing Arts Division

Santa Ana College

Huerta, Liliana Effective: January 07, 2019
Counselor Hourly Rate: II-3 \$52.27

Counseling Division Santa Ana College

Idriss, Layal M Effective: February 04, 2019

Instructor, Art Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Arts, Humanities &

Social Sciences Division Santiago Canyon College

Part-time/Hourly New/Rehires (cont'd)

Ramirez, Marco A Effective: January 22, 2019
Site Director II Hourly Rate: II-1 \$51.06

Continuing Education Division (CEC)

Santa Ana College

Sifuentes, Michelle A Effective: February 04, 2019
Instructor, Communication Studies Hourly Lecture Rate: II-3 \$61.50

Fine & Performing Arts Division

Santa Ana College

Supple, Martin A Effective: February 04, 2019

Instructor, Automotive Technology Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Human Services & Technology Division Santa Ana College

Vose, Gregory E Effective: February 11, 2019

Instructor, Biology (equivalency) Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Science, Math & Health Sciences Division

Santa Ana College

Non-paid Intern Service

Creer, Katherine Effective: February 5 – June 30, 2019
Academic Advising Intern College Affiliation: CSU, Fullerton
Academic Talent Search Major: Human Services

Santiago Canyon College

Neal, McKenzie Effective: February 5 – June 30, 2019 Athletic Training Intern College Affiliation: Chapman University

Kinesiology

Santiago Canyon College

Rangel, Iris Effective: February 5 – June 30, 2019
Counseling Intern College Affiliation: CSU, Fullerton

First Year Support Center

Counseling & Student Support

Services Division

Santiago Canyon College

Major: Athletic Training

Major: Sociology

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

- 1. Parties. The Rancho Santiago Community College District ("District"), on the one hand, and Maria N. Dela Cruz ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the Education Code. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. District hereby employs Administrator in the position of **Dean**, Counseling **Division** ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.
- 3. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **December 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. <u>General Terms and Conditions of Employment</u>. 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. <u>Duties and Responsibilities</u>. 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. <u>Transfer, Reassignment, or Title Change</u>. 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 \$131,867.31 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.
- 8. <u>Work Year</u>. 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. <u>Health and Welfare Benefits</u>. 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. <u>Vacation</u>. 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. <u>Leaves.</u> Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.
- 12. <u>Teaching Assignments</u>. 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. <u>Evaluation</u>. Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.
- 15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.
- 16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

Page 2 of 4 6.1 (11)

- 17. <u>Dismissal or Imposition of Penalties During the Term of this Agreement.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.
- 18. <u>Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.
- 20. <u>Buy-Out of Agreement.</u> Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.
- 21. <u>Medical Examination</u>. Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.
- 22. <u>Severability</u>. If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.
- 23. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 24. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

Page 3 of 4 6.1 (12)

- 25. Mandatory Mediation and Arbitration. Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".
- 26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

For District	Date	
Administrator	 Date	

The Parties have duly executed this Agreement on the dates indicated below.

Board Approval Date: February 4, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

- 1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and **Stephanie M. Paramore** ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. District hereby employs Administrator in the position of **Dean, Instruction** and **Student Services** ("Position"). Administrator is an "academic employee" as defined in subsection "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.
- 3. Term. District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing January 30, 2019 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. <u>General Terms and Conditions of Employment</u>. 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. <u>Duties and Responsibilities</u>. 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. <u>Transfer, Reassignment, or Title Change</u>. 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 \$135,440.91 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.
- 8. <u>Work Year</u>. 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. <u>Health and Welfare Benefits</u>. 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. <u>Vacation</u>. 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. <u>Leaves</u>. Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.
- 12. <u>Teaching Assignments</u>. 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. <u>Evaluation</u>. Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.
- 15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.
- 16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

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- 17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.
- 18. <u>Dismissal or Imposition of Penalties During the Term of this Agreement If</u> <u>Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.
- 20. <u>Buy-Out of Agreement.</u> Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.
- 21. <u>Medical Examination</u>. Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.
- 22. <u>Severability</u>. If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.
- 23. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 24. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

- 25. Mandatory Mediation and Arbitration. Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".
- 26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

For District	Date	
Administrator	Date	

The Parties have duly executed this Agreement on the dates indicated below.

Board Approval Date: February 4, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SANTA ANA, CALIFORNIA

CLASS SPECIFICATION REVISED JANUARY 2019

DEAN/SCIENCE, MATHEMATICS AND HEALTH SCIENCES DIVISION JOB DESCRIPTION

GENERAL RESPONSIBILITIES

Under the direction of the Vice President of Academic Affairs, the Dean of Science, Mathematics and Health Sciences Division will lead and administer all aspects of the Division including the design, delivery, staffing, administrative support, supervision and evaluation of division academic, occupational and vocational programs and support staff, including the Planetarium, as well as student enrollment, progress, and discipline, and all related records and reports.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF DIVISION PROGRAMS

Provides direction and support to faculty in the development, revision and evaluation of departmental curriculum and materials, serves on the Division Curriculum Committee, and may serve on the District Curriculum/Instruction Council.

Reviews and approves Division curriculum development proposals, course outlines, program changes, textbook recommendations, field trip requests, credit by examination requests, and program requirement waivers.

Supports the development and maintenance of Career Technical Education programs and certificates through attendance at the Workforce Council and other regional meetings and oversees grant proposals.

Reviews instructional programs for compliance with applicable state and federal law, regulations and guidelines, District policy and procedures, and responsiveness to the needs of a culturally diverse community.

PERSONNEL

Effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, assignment, direction and evaluation of work, and adjustment of grievances of all Division personnel; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with District policies, rules and regulations regarding personnel, evaluation of the performance of academic and classified staff assigned to the Division, and providing direction and assistance wherever a need for improvement is identified.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SANTA ANA, CALIFORNIA

CLASS SPECIFICATION REVISED JANUARY 2019

DEAN/SCIENCE, MATHEMATICS AND HEALTH SCIENCES DIVISION JOB DESCRIPTION (CONTINUED)

STUDENTS

Responsible for the discipline of students enrolled in Division courses, adjustment of grievances, scheduling, evaluation and reporting, and the resolution of student problems and complaints.

BUDGETING/FUNDING

Responsible for timely and accurate preparation, submission and administration of Division Budget.

PLANNING

Responsible for evaluating proposed offerings, enrollment history, budget, demand and program requirements to determine the number and nature of offerings, scheduling of classes, staffing and available facilities, supplies, equipment and materials. Monitors enrollment, cancels and changes classes in response to utilization.

COMMUNITY CONTACT/REPRESENTATION

Must be a highly visible educational leader seeking positions of significant leadership in community institutions as well as community support organizations and on State boards and committees to articulate, enhance and improve District programs, offerings, funding, assets, and educational leadership position and reputation at the state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for chairing and supervision of District-wide committees and task forces; performs other duties and special projects as assigned.

ESSENTIAL FUNCTIONS

Supervise all aspects of the planning, funding, coordinating, staffing, delivery, and evaluation of programs in the Division. Supervise the performance of all personnel functions for assigned staff. Use enrollment management tools and data for decision making. Utilize the District integrated information system, Datatel, to facilitate organizational and management practices as they apply to the analysis and evaluation of programs and operational practices. Work with Department Chairs to monitor student learning outcomes and assessment activities at the program and course levels; apply knowledge of accreditation standards of the Accreditation Commission for Junior and Community Colleges and the Western Association of Schools and Colleges, or a similar accreditation group; demonstrate a knowledge of and oversee online learning that includes course management systems

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SANTA ANA, CALIFORNIA

CLASS SPECIFICATION REVISED JANUARY 2019

DEAN/SCIENCE, MATHEMATICS AND HEALTH SCIENCES DIVISION JOB DESCRIPTION (CONTINUED)

such as Canvas. Apply current complex principles and practices of instructional program development and administration, principles and practices of budget preparation and administration; principles of supervision, training and performance evaluation, and pertinent federal, state, and local laws, codes and regulations including the Education Code; comprehensive knowledge of the principles and practices of curriculum development and instructional teaching strategies, management principles and practices including understanding of human resources; current trends, research and development in post-secondary education, specifically community colleges.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Must possess a Master's degree from an accredited college or university and one year of formal training, internship, or leadership experience reasonably related to this administrative assignment.

Required Skills: Ability to prevent and resolve professional and personal conflicts and problems, evaluate instructional content and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and articulate Division and District plans, goals, programs and requirements at the District, community, state and national levels.

Board Approval Date: February 04, 2019

FARSCCD BEYOND CONTRACT/OVERLOAD HOURLY STEP INCREASES

EFFECTIVE SPRING 2019

LAST NAME	FIRST NAME	DIVISION	GRADE	OLD STEP	NEW	OLD LEC	NEW LEC
					STEP	AMT	AMT
Barrios	Andrew	SAC Science, Math, & Health Sciences	2	3	4	61.5	64.57
Carriger	Lisa	SAC Science, Math, & Health Sciences	4	4	5	71.18	74.74
Ramirez	Adriana	SAC Human Services & Technology	2	4	5	64.57	67.79

LAST NAME	FIRST NAME	SITE/DIVISION	GRADE	NEW STEP	NEW LEC	NEW LAB	NEW NP AMT
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Abraham	Rickey	SAC Humanities & Social Sciences	4	5	\$74.74		
Allen	Bennett	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Allenegui	Jeanell	SAC Counseling Division	2	4	\$64.57		\$54.89
Alvarado	Vincent	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Amat	Alexander	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Ames	Travis	SAC Humanities & Social Sciences	2	5	\$67.79		
Applegate	Elizabeth	SAC Humanities & Social Sciences	2	4	\$64.57		
Barnhill	Barry	SAC Science, Math, & Health Scienc	2	5		\$67.79	
Beach	Alyssa	SAC Science, Math, & Health Scienc	2	5	\$67.79	\$67.79	
Beach	Nancy	SCC Arts, Humanities & Social Sci	3	4	\$67.79	\$61.02	
Beal	Sharon	SCC Arts, Humanities & Social Sci	2	5	\$67.79		
Berekian	Beverly	SAC Science, Math, & Health Scienc	4	4	\$71.18	\$64.07	
Betts	Thomas	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Bitner	Kathreen	SAC Science, Math, & Health Scienc	4	5	\$74.74		
Bjelic	Tasha	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Boizelle	Benjamin	SAC Science, Math, & Health Scienc	2	5	\$67.79		
Borissova	Svetlana	SAC Science, Math, & Health Scienc	2	5	\$67.79	\$61.02	
Brown	Buddy	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Bugrov	Maksim	SAC Fine & Performing Arts	2	4	\$64.57		
Bulrice	Jeremy	SCC Counseling & Student Supp Svcs	2	4	\$64.57		
Burciaga	Stefanie	SAC Human Services & Technology	2	4	\$64.57		
Butler	Timothy	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Cacioppo	Jeremy	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Caldani	Patricia	SAC Science, Math, & Health Scienc	2	4	\$64.57	\$58.12	
Camacho	Julian	SAC Humanities & Social Sciences	4	4	\$71.18		

LAST NAME	FIRST		GRADE	NEW	NEW LEC	NEW LAB	NEW NP
LAST NAIVIL	NAME	SITE/DIVISION	GRADE	STEP	AMT	AMT	AMT
Campbell	Shasta	SCC Counseling & Student Supp Svcs	2	5	\$67.79		
Campos	Raul	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Carmona Leon	Maricelia	SAC Humanities & Social Sciences	4	4	\$71.18		
Carrillo	Jacqueline	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Carrion	Brenda	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Castellanos	Ralph	SCC Arts, Humanities & Social Sci	2	4	\$64.57	\$58.12	
Cecil	Kristen	SAC Humanities & Social Sciences	4	5	\$74.74		
Cervantes	Laura	SAC Humanities & Social Sciences	4	4	\$71.18		
Chang	Tammy	SAC Business Division	3	4	\$67.79		
Cheatum	Daven	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Chew	Harvey	SAC Counseling Division	2	5	\$67.79		\$57.63
Choi	Ernest	SCC Business & Career Technical Ed	2	4	\$64.57		
Christensen	Collin	SAC Human Services & Technology	2	5	\$67.79	\$61.02	
Colonelli	Nicholas	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Czerniawski	Jennifer	SCC Arts, Humanities & Social Sci	4	4	\$71.18	\$64.07	
Davenport	Darren	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Davis	Jennifer	SAC Science, Math, & Health Scienc	2	4	\$64.57	\$58.12	
Davis	Kimberly	SAC Business Division	2	5	\$67.79		
De la Torre- Reed	Lilian	SAC Business Division	2	4	\$64.57		
Derr	Laura	SAC Science, Math, & Health Scienc	2	4		\$64.57	
Dertsakyan	Petros	SAC Science, Math, & Health Scienc	2	4	\$64.57	\$58.12	
Deusenberry	Janet	SAC Human Services & Technology	2	4	\$64.57		
Dinger	Michelle	SAC Fine & Performing Arts	2	5	\$67.79		
Distler	James	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Doelz	Julianne	SAC Business Division	2	4	\$64.57		

LAST NAME	FIRST		GRADE	NEW	NEW LEC	NEW LAB	NEW NP
	NAME	SITE/DIVISION		STEP	AMT	AMT	AMT
Dombroske	Leona	SAC Human Services & Technology	4	5	\$74.74	\$67.27	
Dowd	Joseph	SAC Humanities & Social Sciences	4	5	\$74.74		
Drummond	Sally	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Dzida	Andrew	SAC Humanities & Social Sciences	4	4	\$71.18		
Estrada- Romero	Joshua	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Ehring	Garrett	SCC Arts, Humanities & Social Sci	2	5	\$67.79	\$61.02	
Elston	Lisa	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Fantone	Calvin	SAC Humanities & Social Sciences	2	5	\$67.79		
Farahat	Elaf	SCC Mathematics & Sciences	4	5	\$74.74		
Federico	Federico	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Filimon	Ilinca	SCC Counseling & Student Supp Svcs	2	5	\$67.79		
Fini	Kaine	SAC Humanities & Social Sciences	3	4	\$67.79		
Fugate	Adam	SAC Science, Math, & Health Scienc	1	4	\$61.50	\$55.35	
Galebach	John	SAC Humanities & Social Sciences	4	4	\$71.18		
Garcia	Kathryn	SAC Human Services & Technology	2	4	\$64.57	\$58.12	
Garcia Sanchez	Juan	SAC Humanities & Social Sciences	2	4	\$64.57		
Garrett	Ben	SAC Human Services & Technology	1	5	\$64.57		
Gauf	Alexander	SCC Mathematics & Sciences	2	5	\$67.79		
Ghaffari	Ardeshir	SAC Science, Math, & Health Scienc	4	4	\$71.18	\$64.07	
Giess	Sally Ann	SAC Human Services & Technology	4	4	\$71.18	\$64.07	
Gonzalez	Jasty	SCC Business & Career Technical Ed	2	4	\$64.57		
Gonzalez	Rocio	SAC Counseling Division	4	4	\$71.18		\$60.51
Santillan Goodwin	Daniel	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Guo	Yanni	SCC Business & Career Technical Ed	4	4	\$71.18		
Guth	John	SAC Business Division	2	5	\$67.79	\$61.02	

LAST NAME	FIRST	CITE (DIVISION)	GRADE	NEW	NEW LEC	NEW LAB	NEW NP
	NAME	SITE/DIVISION		STEP	AMT	AMT	AMT
Hacholski	Matthew	SAC Humanities & Social Sciences	3	5	\$71.18		
Hall	John	SAC Fine & Performing Arts	1	4	\$61.50	\$55.35	
Hamamura	Stacey	SCC Mathematics & Sciences	2	4	\$64.57	\$58.12	
Hanes	Stephanie	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Harper	David	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Hiatt	Courtney	SCC Mathematics & Sciences	2	4		\$58.12	
Hiciu	Diana	SAC Humanities & Social Sciences	2	4	\$64.57		
Hoang	Andrew	SAC Business Division	1	4	\$61.50		
Hoffman	Alison	SCC Mathematics & Sciences	4	4	\$71.18		
Hua	Henry	SAC Business Division	4	4	\$71.18		
Hudson	Merry	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Hugenberger	Scott	SAC Science, Math, & Health Scienc	4	4	\$71.18		
Huggett	Danelle	SCC Arts, Humanities & Social Sci	2	5	\$67.79		
Hultman	Jason	SAC Science, Math, & Health Scienc	2	5	\$67.79	\$61.02	
Imboden	Cody	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Jabaz	Elizabeth	SAC Fine & Performing Arts	1	4	\$61.50	\$55.35	
Jacovani	Melissa	SAC Science, Math, & Health Scienc	1	5	\$64.57	\$58.12	
Jang	Stephen	SAC Business Division	2	4	\$64.57		
Jantzen	Dylan	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Johnson	Jasmine	SAC Kinesiology, Health & Athletic	2	5	\$67.79	\$61.02	
Jones	Aaron	SAC Fine & Performing Arts	2	5	\$67.79	\$61.02	
Jure	Josiah	SAC Humanities & Social Sciences	2	4	\$64.57		
Kass	Darcie	SCC Business & Career Technical Ed	2	4	\$64.57		
Kehrier	Christopher	SAC Science, Math, & Health Scienc	2	5	\$67.79		
Keil	Mitchell	SCC Arts, Humanities & Social Sci	4	5	\$74.74		
Keil	Mitchell	SCC Arts, Humanities & Social Sci	4	5	\$74.74		

LAST NAME	FIRST NAME	SITE/DIVISION	GRADE	NEW STEP	NEW LEC	NEW LAB AMT	NEW NP AMT
Kelly	Aaron	SAC Humanities & Social Sciences	2	5	\$67.79		
Khajavipour	Jordan	SCC Arts, Humanities & Social Sci	2	4	\$64.57	\$58.12	
Kim	Edward	SAC Science, Math, & Health Scienc	2	4	\$64.57		
Kim	Kendrick	SCC Business & Career Technical Ed	4	4	\$71.18		
King	Cheryl	SCC Arts, Humanities & Social Sci	2	4	\$64.57	\$58.12	
Kinney	Monica	SAC Human Services & Technology	2	5	\$67.79	\$61.02	
Kirscher	Joel	SAC Business Division	2	5	\$67.79	\$61.02	
Klein	Marlowe	SAC Science, Math, & Health Scienc	2	4		\$64.57	
Koenig	Emilie	SCC Arts, Humanities & Social Sci	4	4	\$71.18		
Koh	Davis	SAC Human Services & Technology	4	5	\$74.74	\$67.27	
Kroupa	Thomas	SCC Mathematics & Sciences	2	4	\$64.57	\$58.12	
Kumar	Annapurna	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Lam	Khanh	SAC Science, Math, & Health Scienc	4	4	\$71.18	\$64.07	
Lapean	Kirk	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Lavalle	Anne	SCC Arts, Humanities & Social Sci	2	4	\$64.57	\$58.12	
Shepston Law	Dennis	SAC Science, Math, & Health Scienc	4	5	\$74.74	\$67.27	
Lee	Francesca	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Linnell	Janneth	DO Educational Services	2	5	\$67.79		
Little	Nathanael	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Lomeli	Isaac	SAC Humanities & Social Sciences	4	4	\$71.18		
Lorenzetti	Rachael	SAC Fine & Performing Arts	2	5	\$67.79	\$61.02	
Lourenco	Elena	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Loya	Danny	SAC Fine & Performing Arts	1	4	\$61.50	\$55.35	
Luciano	Robert	SCC Business & Career Technical Ed	1	4	\$61.50		
Lynk	Deborah	SAC Human Services & Technology	1	4	\$61.50	\$55.35	

LAST NAME	FIRST		GRADE	NEW		NEW LAB	NEW NP
	NAME	SITE/DIVISION		STEP	AMT	AMT	AMT
Magginetti	Giovanni	SCC Arts, Humanities & Social Sci	2	5	\$67.79		
Mai	Нао	SAC Science, Math, & Health Scienc	3	5	\$71.18	\$64.07	
Major	Erice	SAC Kinesiology, Health & Athletic	2	5	\$67.79	\$61.02	
Maldonado	Jennifer	SAC Humanities & Social Sciences	2	5	\$67.79		
Malone	Tyler	SAC Humanities & Social Sciences	2	5	\$67.79		
Marcus	Leah	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Martin	Shana	SAC Business Division	2	4	\$64.57	\$58.12	
Matthews	Anne	SCC Mathematics & Sciences	2	5	\$67.79	\$67.79	
Maxwell	Thomas	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
McKenzie	Tracy	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Medina	Нарру	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Mejia	Rosa	SAC Counseling Division	2	5	\$67.79		\$57.63
Melgar	Melrose	SCC Mathematics & Sciences	2	5	\$67.79		
Meloch	Michelle	SAC Human Services & Technology	2	5	\$67.79	\$61.02	
Mendieta	Edward	SAC Business Division	1	4	\$61.50	\$55.35	
Merkh	Kevin	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Miller	Michael	SCC Business & Career Technical Ed	1	4	\$61.50	\$55.35	
Mills	Katelynn	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Mittler	William	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Moran	Maricela	SAC Human Services & Technology	2	4	\$64.57		
Moreno	Elias	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Mulvihill	Emily	SAC Humanities & Social Sciences	2	4	\$64.57		
Nadaraja	Krishnamenon	SCC Business & Career Technical Ed	2	4	\$64.57		
Natale	Shelley	SAC Fine & Performing Arts	2	4	\$64.57		
Nelson	Richard	SAC Human Services & Technology	1	4	\$61.50	\$55.35	

LAST NAME	FIRST		GRADE	NEW		NEW LAB	NEW NP
	NAME	SITE/DIVISION		STEP	AMT	AMT	AMT
Nguyen	Frank	SAC Science, Math, & Health Scienc	4	5	\$74.74	\$67.27	
Nguyen	Hanh	SCC Mathematics & Sciences	2	4	\$64.57	\$58.12	
Nguyen	Kieudung	DO Educational Services	1	4	\$61.50		
Nguyen	Linette	SAC Human Services & Technology	2	4	\$64.57		
Noon	Roger	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Omae	Amy	SCC Business & Career Technical Ed	2	4	\$64.57		
Ozaeta Hernandez	Ivan	SAC Science, Math, & Health Scienc	3	5	\$71.18	\$64.07	
Parda	Kriska	SCC Mathematics & Sciences	2	5	\$67.79		
Pardoen	Brent	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Pastrana	Diana	SAC Fine & Performing Arts	1	5	\$64.57	\$58.12	
Perry	Donald	SCC Mathematics & Sciences	4	4	\$71.18	\$64.07	
Pham	Huyentran	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Phillips	Jerry	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Ponegalek	Chad	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Pruznick	Jennifer	DO Educational Services	2	5	\$67.79	\$61.02	
Ramirez	Timothy	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Reichert	Nicholas	SCC Arts, Humanities & Social Sci	2	4	\$64.57	\$58.12	
Reid	Phillip	SAC Science, Math, & Health Scienc	4	4	\$71.18	\$71.18	
Reilly	Amber	SCC Mathematics & Sciences	4	4	\$71.18	\$64.07	
Ritto Almstedt	Allison	SCC Arts, Humanities & Social Sci	2	5	\$67.79		
Rivest	Clayton	SAC Business Division	2	4	\$64.57		
Roach	Veronica	SAC Humanities & Social Sciences	2	5	\$67.79		
Rodriguez	Gene	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Rohman	Janet	SCC Arts, Humanities & Social Sci	4	5	\$74.74	\$67.27	
Romo	Vincent	SAC Humanities & Social Sciences	2	4	\$64.57		

LAST NAME	FIRST		GRADE	NEW	NEW LEC	NEW LAB	NEW NP
	NAME	SITE/DIVISION		STEP	AMT	AMT	AMT
Rosa	Steve	SAC Fine & Performing Arts	2	4	\$64.57	\$58.12	
Rosenberger	Jonathan	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Roy	Aaron	SCC Mathematics & Sciences	4	5	\$74.74	\$67.27	
Salcedo	Joel	SAC Fine & Performing Arts	2	4	\$64.57		
Saldana	Ivon	SCC Arts, Humanities & Social Sci	2	4	\$64.57	\$58.12	
Sanders	Kathleen	SAC Science, Math, & Health Scienc	4	4	\$71.18	\$64.07	
Schaadt	Nicholas	SAC Fine & Performing Arts	2	5	\$67.79	\$61.02	
Seddighzade	Noushin	SAC Science, Math, & Health Scienc	4	5	\$74.74	\$67.27	
n Segundo Gil	Jose	SCC Arts, Humanities & Social Sci	2	4	\$64.57	\$58.12	
Selinger	Rebecca	SAC Human Services & Technology	2	5	\$67.79	\$61.02	
Shamoni	Hermina	SAC Science, Math, & Health Scienc	2	5	\$67.79	\$61.02	
Sharp	Grant	SCC Business & Career Technical Ed	1	5	\$64.57	\$58.12	
Sheehan	Margie	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Shen	Yihauo	SCC Business & Career Technical Ed	4	5	\$74.74		
Sherlock	Richard	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Sirgy	Alan	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Skaggs	Timothy	SAC Kinesiology, Health & Athletic	2	4	\$64.57	\$58.12	
Slavens	Jesse	SAC Humanities & Social Sciences	4	4	\$71.18		
Smith Jones	Lisa	SCC Business & Career Technical Ed	2	4	\$64.57		
Snook	Deanna	SAC Science, Math, & Health Scienc	1	4		\$61.50	
Soelberg	Terryn	SAC Kinesiology, Health & Athletic	2	5	\$67.79	\$61.02	
Solares	Elizabeth	SAC Business Division	4	4	\$71.18		
Sopo	Emily	SAC Human Services & Technology	2	4	\$64.57	\$58.12	
Sosebee	Mark	SAC Human Services & Technology	1	4	\$61.50	\$55.35	
Stephens	Grant	SAC Human Services & Technology	1	5	\$64.57	\$58.12	

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1	\$64.57	\$58.12	
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5			\$63.53
4	\$71.18		
5	\$64.57	\$58.12	
5	\$67.79		
4	\$64.57	\$58.12	
5	\$67.79	\$61.02	
5	\$74.74		\$63.53
5	\$67.79	\$67.79	
4	\$64.57	\$58.12	
4	\$61.50		
4	\$64.57	\$58.12	
4	\$64.57	\$58.12	
4	\$64.57	\$58.12	
5	\$67.79	\$61.02	
4	\$64.57	\$58.12	
4	\$67.79	\$61.02	
4	\$64.57	\$58.12	
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FIRST		GRADE	NEW	NEW LEC	NEW LAB	NEW NP
NAME	SITE/DIVISION		STEP	AMT	AMT	AMT
Si	SCC Mathematics & Sciences	2	4	\$64.57	\$58.12	
Jaquely	SAC Human Services & Technology	2	4	\$64.57		
Joshua	SAC Human Services & Technology	1	5	\$64.57	\$58.12	
Adalberto	SAC Science, Math, & Health Scienc	1	5	\$64.57	\$58.12	
Andre	SCC Arts, Humanities & Social Sci	4	4	\$71.18	\$64.07	
Salma	SCC Business & Career Technical Ed	2	4	\$64.57		
	NAME Si Jaquely Joshua Adalberto Andre	NAME SITE/DIVISION Si SCC Mathematics & Sciences Jaquely SAC Human Services & Technology Joshua SAC Human Services & Technology Adalberto SAC Science, Math, & Health Scienc Andre SCC Arts, Humanities & Social Sci	NAME SITE/DIVISION Si SCC Mathematics & Sciences 2 Jaquely SAC Human Services & Technology 2 Joshua SAC Human Services & Technology 1 Adalberto SAC Science, Math, & Health Scienc 1 Andre SCC Arts, Humanities & Social Sci 4	NAMESITE/DIVISIONSTEPSiSCC Mathematics & Sciences24JaquelySAC Human Services & Technology24JoshuaSAC Human Services & Technology15AdalbertoSAC Science, Math, & Health Scienc15AndreSCC Arts, Humanities & Social Sci44	NAMESITE/DIVISIONSTEPAMTSiSCC Mathematics & Sciences24\$64.57JaquelySAC Human Services & Technology24\$64.57JoshuaSAC Human Services & Technology15\$64.57AdalbertoSAC Science, Math, & Health Scienc15\$64.57AndreSCC Arts, Humanities & Social Sci44\$71.18	NAME SITE/DIVISION STEP AMT AMT Si SCC Mathematics & Sciences 2 4 \$64.57 \$58.12 Jaquely SAC Human Services & Technology 2 4 \$64.57 Joshua SAC Human Services & Technology 1 5 \$64.57 \$58.12 Adalberto SAC Science, Math, & Health Scienc 1 5 \$64.57 \$58.12 Andre SCC Arts, Humanities & Social Sci 4 4 \$71.18 \$64.07

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET CLASSIFIED FEBRUARY 4, 2019

CLASSIFIED

Hourly Ongoing to Contract

Cardenas, Maria Effective: January 18, 2019 Admissions & Records Spec. I Grade 6, Step 1 + 2.5%Bil (CL19-1242) Continuing Ed./ CEC \$39,551.54

Temporary to Contract

Bustamante, Robert Effective: January 11, 2019 Student Activities Specialist (CL18-1149) Grade 8, Step 1 \$41,777.32 Student Development/ SCC

Duenas, Jonathan Effective: January 7, 2019 Senior Account Clerk (CL18-1197) Grade 10, Step 1 \$45,501.80 Career Ed./ SAC

Professional Growth Increments

Arvizu, Gloria Effective: March 1, 2019
Learning Center Specialist/ Continuing
Ed./ CEC Effective: March 1, 2019
Grade 8, Step 6 + 2.5%L + 6PG (3000)
\$57,737.75

Flores, Ruby

Student Services Coordinator

Career Ed & Workforce Dev./ SAC

Effective: March 1, 2019

Grade 15, Step 2 + 1PG (500)

\$62,022.64

Gonzalez Martinez, Christine
Accountant/ Admin. Services/ SCC

Effective: March 1, 2019
Grade 13, Step 6 + 5%L + 10PG (5000)
\$75,608.62

Gutierrez Lucero, Maria Del Pilar

Student Services Specialist/ Counseling/
SCC

Effective: March 1, 2019

Grade 10, Step 6 + 2.5%L + 2.5%B + 3PG

(1500) \$62,489.97

Llerenas, Liset

Student Services Specialist/ Counseling/
SAC

Effective: March 1, 2019

Grade 10, Step 6 + 2PG (1000) \$59,085.69

Professional Growth Increments cont'd

Nguyen, Trang Effective: March 1, 2019

Admissions & Records Spec. II/ SAC Grade 8, Step 3 + 2.5%Bil + 4PG (2000)

\$49,228.85

Change in Position

Nguyen, Nikki Effective: January 23, 2019 From: Accountant Grade 15, Step 1 \$58,606.02

To: Sr. Accountant (CL18-1220)

Fiscal Services/ District

Torres Carranza, Maria Effective: January 1, 2019

From: HS Comm. Outreach Spec. Grade 13, Step 6 + 2.5%Bil + 10%L + 2PG

To: Student Support Services Program (1000) \$76,652.09

Spec. (Reclass 1117)

Change in Salary Placement

Beiza, Rene Effective: January 1, 2019

HR Technician/ Human Resources/ District Grade 13, Step 4 \$60,974.92

(Reclass 1116)

Duenas, Veronica Effective: January 1, 2019

HR Technician/ Human Resources/ District Grade 13, Step 5 + 5%L + 2.5% Bil + 3PG

(1500) \$70,315.86 (Reclass 1115)

Garcia, Maria Effective: January 1, 2019

HR Technician/ Human Resources/ District Grade 13, Step 5 + 2.5%L \$65,615.12

(Reclass 1114)

Tran, Anna Effective: January 1, 2019

HR Technician/ Human Resources/ District Grade 13, Step 5 + 2.5%L + 2PG (1000)

\$66,615.12 (Reclass 1110)

Longevity Increment

Aguila, Victor Effective: March 1, 2019

Admissions & Records Spec. I/ SAC Grade 6, Step 6 + 12.5%L + 2.5%Bil +

7PG (3500) \$60,236.25

Au, Lynn Effective: February 1, 2019

Financial Aid Computer Analyst/ SCC Grade 13, Step 6 + 10%L \$73,970.93

Longevity Increment cont'd

Connally, Christopher Effective: January 1, 2019

Library Tech II/ Library/ SAC Grade 12, Step 6 + 5%L \$67,100.48

Cruz, Claudia Effective: February 1, 2019

Administrative Clerk/ Financial Aid/ SAC Grade 10, Step 6 + 7.5%L + 1PG (500)

\$62,942.12

Duenas, Veronica Effective: March 1, 2019

HR Tech./ Human Resources/ District Grade 13, Step 5 + 7.5%L + 2.5%Bil +

3PG (1500) \$71,916.23

Garcia, Anaisabelle Effective: March 1, 2019

Curriculum Specialist/ Academic Affairs/ Grade 13, Step 2 + 2.5%L + 6PG (1500)

SCC \$58,146.54

Gidding, Sonia Effective: January 1, 2019

Administrative Secretary/ Orange Grade 12, Step 6 + 5%L \$67,100.48

Education Center

Hermen, Lisa Effective: January 1, 2019

Sr. Clerk/ Kinesiology/ SCC Grade 8, Step 4 + 5%L + 2PG (500)

@ 50% FTE \$25,926.87

Jimenez, Connie Effective: February 1, 2019

Lead Publications Asst./ Human Services Grade 7, Step 6 + 7.5%L \$55,155.70

& Tech./ SAC

Knorr, David Effective: January 1, 2019

District Safety Officer/ District Grade 9, Step 6 + 5%L + 5%SW

\$61,213.17

Olivera, Martin Effective: March 1, 2019

Sr. Clerk/ Human Services & Tech./ SAC Grade 8, Step 6 + 5%L + 2.5%Bil

+ 3PG (1500) \$58,907.88

Perales, Deborah Effective: March 1, 2019

Sr. Account Clerk/ Fiscal Services/ District Grade 10, Step 6 + 5%L + 2PG (1000)

\$61,989.98

Pham, Chi Effective: March 1, 2019

Financial Aid Tech./ SAC Grade 8, Step 6 + 5%L + 1PG (250)

\$56,322.81

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Longevity Increment cont'd

Ruiz, Luisa Effective: January 1, 2019

High School & Comm. Outreach Spec./ Grade 13, Step 6 + 7.5%L + 2.5%Bil +

Student Services/ SAC 2PG (1000) \$74,970.93

Sanchez, Salvador Effective: March 1, 2019

Sr. Custodian/ Utility Worker/ Admin. Grade 7, Step 6 + 12.5%L \$57,721.08

Serv./ SAC

Tran, Anh Phuong Effective: January 1, 2019

Curriculum Specialist/ Academic Affairs/ Grade 13, Step 6 + 5%L + 5PG (2500)

SAC \$73,108.62

Voluntary Furlough

Esparza, Wenndy Effective: 12/03/18 – 05/31/19 Student Program Spec./ Continuing Ed./ Grade 10, Step 3 + 2.5%Bil @ 75%

CEC \$42,2156.34 Revised Effective Date

Ratification of Resignation/Retirement

Calderon, David Effective: January 21, 2019

Business Services Coord./ Ed. Services/ Reason: Resignation

District

Garcia, Leonardo Effective: December 10, 2018

Gardener/Utility Worker/ Admin. Services/ Reason: Deceased

SAC

Gitonga, Kanana Effective: January 31, 2019

International Student Coord./ Student Reason: Retirement

Services/ SCC

Kings, Luis Effective: May 6, 2019

Administrative Clerk/ Continuing Ed./ Reason: Retirement

OEC

CLASSIFIED HOURLY

New Appointments

Do, Jasmin Effective: January 7, 2019

Instructional Assistant/DSPS (CL18-1178) Up to 19 Hours/Week School Session

Continuing Ed./ OEC Grade 6, Step A \$18.49/Hour

Full Time to Hourly Ongoing

Ramirez, Diana Effective: January 2, 2019 From: FT/ Transfer Center Specialist 19 Hours/Week 12 Months/Year To: Student Services Coord. (CL18-1196) Grade 15, Step A \$28.07/Hour

Counseling/ SAC

Longevity Increment

Kohlhas, Paul Effective: February 1, 2019 Grade 10, Step A + 5%LAccompanist/ Fine & Performing Arts/ (21.80) \$22.89/Hour

Leave of Absence

Effective: 01/24/19 - 03/06/19Reyes, Gloria

Student Services Specialist/ Student Reason: Parental Leave

Services/ SCC

Return from Leave

Effective: 01/14/19 Medina, Alondra

Instructional Assistant/ Humanities & Soc. Reason: Early return from Parental Leave

Sci./ SAC

Ratification of Resignation/Retirement

Counts, Christopher Effective: February 7, 2019

District Safety Officer/ District Reason: Resignation

Heiland, Danielle Effective: February 4, 2019

Lifeguard/ Kinesiology/ SAC Reason: Resignation

TEMPORARY ASSIGNMENT

Abiva, Abigail Effective: 02/11/19 - 06/30/19

Instructional Assistant/ Science & Math/

SAC

Aguirre, Jonathan Effective: 02/05/19 - 06/28/19

Cashier/ Admin. Services/ SAC

Effective: 02/11/19 - 06/30/19Arredondo, Mayra

Student Services Coord./ Business Div./

SAC

TEMPORARY ASSIGNMENT cont'd

Fuentes, Lesley Effective: 02/05/19 - 06/30/19

General Office Clerk/ Ed. Services/ DMC

Ganiko, Robert Effective: 02/26/19 - 06/30/19

Learning Facilitator/ Science & Math/ SAC

Ho, Christopher Effective: 02/11/19 - 06/30/19

Instructional Assistant/ Science & Math/

SAC

Huerta, Jesus Effective: 02/11/19 - 06/07/19

Instructional Assistant/ Counseling/ SAC

Jacome, Izabella Effective: 02/11/19 - 06/07/19

Instructional Assistant/ Math & Science/

SCC

Kramer, Joseph Effective: 02/05/19 - 06/30/19

Instructional Assistant/ Science & Math/

SAC

Krings, Austin Effective: 02/11/19 - 06/30/19

Instructional Assistant/ Science & Math/

SAC

Lang, Jennifer Effective: 02/05/19 - 06/30/19

Administrative Clerk/ Academic Affairs/

SAC

Lasane, Jaysun Effective: 02/11/19 - 06/07/19

Library Clerk/ Inst. Effectiveness, Library

& Learning Supp. Serv./ SCC

Moreno Bonilla, Erika Effective: 02/11/19 – 06/30/19

Instructional Assistant/ Science & Math/

SAC

Rodriguez Martinez, Sergio Effective: 02/05/19 -05/30/19

Instructional Assistant/ Student Services/

SAC

Additional Hours for Ongoing Assignment

Bolainez, Elvis Effective: 02/05/19 - 06/21/19

Cashier/ Bookstore/ SAC Not to exceed 19 consecutive working

days in any given period.

Devors Murillo, Abraham Effective: 11/11/18 – 06/30/19

Custodian/ Admin. Services/ SCC Not to exceed 19 consecutive working

days in any given period.

Gallegos, Maria Effective: 12/11/18 – 06/30/19

Instructional Assistant/ Continuing Ed. Not to exceed 19 consecutive working

/CEC days in any given period.

Hernandez, Louis Effective: 02/05/19 - 06/28/19

Cashier/ Bookstore/ SAC Not to exceed 19 consecutive working

days in any given period.

Hollister, Deborah Effective: 02/05/19 - 06/28/19

Cashier/ Bookstore/ SAC Not to exceed 19 consecutive working

days in any given period.

Lee, Joan Effective: 01/02/19 - 06/30/19

Transfer Center Specialist/ Counseling/ Not to exceed 19 consecutive working

SAC days in any given period.

Leung, Sharon Effective: 01/02/19 - 06/29/19

Admissions & Records Spec. I/ Not to exceed 19 consecutive working

Continuing Ed./ CEC days in any given period.

Navarro, Eduardo Effective: 12/11/18 – 06/30/19

Instructional Assistant/ Continuing Ed./ Not to exceed 19 consecutive working

CEC days in any given period.

Ramirez, Liliana Effective: 12/17/18 – 05/31/19

Student Services Coord./ Student Not to exceed 19 consecutive working

Services/ SCC days in any given period.

Urquidi, Anthony Effective: 01/16/19 - 06/30/19

Learning Facilitator/ Humanities & Soc. Not to exceed 19 consecutive working

Sci./ SAC days in any given period.

Substitute Assignments

Collins, Heather Effective: 01/02/19 - 06/30/19

Instructional Assistant/ Continuing Ed./ Not to exceed 19 consecutive working

CEC days in any given period.

Lee, Rebekah Effective: 12/20/18 – 06/30/19

Instructional Assistant/ Continuing Ed./ Not to exceed 19 consecutive working

CEC days in any given period.

Martinez, Elijah Effective: 02/11/19 - 06/07/19

Library Clerk/ Inst. Effectiveness, Library

& Supp. Services/ SCC

MISCELLANEOUS POSITIONS

Ruiz, Rebecca Effective: 02/01/19 - 06/30/19

Health Educator/ Health & Wellness Ctr./

SCC

House, Cassie Effective: 01/15/19 - 06/30/19

Coaching Assistant/ Kinesiology/ SAC

Instructional Associates/Associate Assistants

Criminal Justice

Cavendish, Nicholas Effective: 02/05/19

Donnelly, James Effective: 02/05/19

Johnson, Jeremy Effective: 02/05/19

COMMUNITY SERVICE PRESENTERS

Stipends Effective December 11, 2018 – January 10, 2019

Boggio Wooldridge, Alexandra Amount: \$ 70.00

Famolaro, Felix Amount: \$1,512.00

Fischermilitaru, Mariana Amount: \$ 201.25

Gil, Kim Yen Amount: \$ 136.42

Raslan, Nayrouz Amount: \$ 702.00

COMMUNITY SERVICE PRESENTERS cont'd

Stipends Effective December 11, 2018 – January 10, 2019

Rudd, James Amount: \$2,051.55

VOLUNTEERS

Miller, Marvin Effective: 02/05/19 - 06/30/19

Student Driver/ Science & Math/ SAC

Rojas, Jacqueline

Volunteer/ Science & Math/ SAC Effective: 02/11/19 – 06/30/19

SANTA ANA COLLEGE STUDENT ASSISTANT LIST

Amaral Hernandez, Socorro	Effective:	01/11/19-06/30/19
Bravo, Timothy N.	Effective:	02/18/19-06/30/19
Chacon, Mizael A.	Effective:	02/04/19-06/30/19
Gil, Belen	Effective:	01/11/19-06/30/19
Gutierrez, Marisabel	Effective:	01/16/19-06/30/19
Guzman, Anai	Effective:	02/11/19-06/30/19
Lemus Perez, Gabriela D.	Effective:	01/11/19-06/30/19
Martinez Huerta, Vanessa	Effective:	01/17/19-06/30/19
Nguyen, Manh Khang	Effective:	01/17/19-06/30/19
Oliden Perez, Karen E.	Effective:	01/31/19-06/30/19
Ortiz Lopez, Maria D.	Effective:	01/11/19-06/30/19
Ponce, Alejandra Y.	Effective:	01/31/19-06/30/19
Rice, Joshua	Effective:	01/14/19-06/30/19
Rodriguez Gonzalez, Maritza	Effective:	01/18/19-06/30/19
Rosas De Cid, Marcela	Effective:	01/11/19-06/30/19
Tapia Jimenez, Maria C.	Effective:	01/11/19-06/30/19
Valencia, Sara	Effective:	01/31/19-06/30/19

SANTIAGO CANYON COLLEGE STUDENT ASSISTANT NEW HIRE LIST

 Chhagan, Shreya
 Effective: 02/04/2019–06/30/2019

 Cotton, Catherine
 Effective: 01/22/2019–06/30/2019

 Hou, Isac
 Effective: 01/28/2019–06/30/2019

 Rincon, Jacob
 Effective: 02/04/2019–06/30/2019

 Subhani, Manaal
 Effective: 01/24/2019–06/30/2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: February 4, 2019
Re:	Rejection of Claim	File # 1805554
Action:	Request for Authorization	

The district's claims administrator recommends that the Board of Trustees authorize the Chancellor or his designee to reject claim #1805554.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 19-01

Whereas, California Education Code Section 72024(5d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board," and

Whereas, on January 14, 2019, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Arianna P. Barrios was not present at the board meeting; and

Whereas, the board has determined that Trustee Barrios' absence was due to a business commitment deemed as a hardship by the board;

NOW, THEREFORE, BE IT RESOLVED that Trustee Barrios shall be paid at the regular rate of compensation for the board meeting on January 14, 2019.

Dated this 4th day of February 2019.

Ayes: Noes:

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources Office

To:	Board of Trustees	Date: February 4, 2019
Re:	Appointment of RSCCD Community Representatives to RSCCD Chancellor Search Committee	
Action:	Request for Action	

BACKGROUND

The RSCCD Chancellor Search Screening Committee will consist of representatives from the Districts constituency groups, management and community members to assist in the selection of candidates for the next Chancellor. Community member nominees are Doug Willits, Santiago Canyon College and Max Madrid, Santa Ana College.

ANALYSIS

Administrative Regulation 2431 (Chancellor Selection) provides an opportunity for the community to participate in the recruitment of the RSCCD Chancellor. There shall be two (2) community members, one from each of the colleges represented areas selected to serve on the screening committee.

RECOMMENDATION

It is recommended that the board select Doug Willits, Santiago Canyon College, and Max Madrid, Santa Ana College, as community representatives to serve on the RSCCD Chancellor Search Committee.

Fiscal Impact:	None	Board Date: February 4, 2019	
Prepared by: Tracie Green, Vice Chancellor, Human Resources			
Submitted by: Tracie Green, Vice Chancellor, Human Resources			
Recommended by: Raúl Rodríguez, Ph.D., Chancellor			