

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Tuesday, May 28, 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.

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

**Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of May 13, 2019

**Action**

1.6 Approval of Consent Calendar

**Action**

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

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

1.7 Recognition of Classified Staff

1.8 Presentation to 2018-2019 Student Trustee

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

2.2 Reports from College Presidents

- Enrollment
- Guided Pathways
- Upcoming Events

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

- Student activities

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

- Senate meetings

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Facilities Committee

**3.0 INSTRUCTION**

- \*3.1 Approval of Memorandum of Understanding (MOU) between Consulate of Mexico in Santa Ana and Rancho Santiago Community College District of United States of America (USA) on behalf of Santa Ana College (SAC) for Establishment of “Educational Orientation Window” Action

The administration recommends approval of the MOU between the Consulate of Mexico in Santa Ana and RSCCD of the USA on behalf of SAC for the establishment of the “Educational Orientation Window” as presented.

- \*3.2 Approval of Proposed Revisions for 2019-2020 Santa Ana College Addendum Action

The administration recommends approval of the proposed revisions for the 2019-2020 SAC catalog addendum.

- \*3.3 Approval of California/Nevada Training Trust Master Cost Agreement Action

The administration recommends approval of the California/Nevada Training Trust Master Cost Agreement.

- \*3.4 Approval of JTS Services Master Cost Agreement Action

The administration recommends approval of the JTS Services Master Cost Agreement.

- \*3.5 Approval of Metropolitan Water District of Southern California Master Cost Agreement Action

The administration recommends approval of the Metropolitan Water District of Southern California Master Cost Agreement.

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

- \*3.6 Approval of Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC) Master Cost Agreement Action  
The administration recommends approval of the Operating Engineers Training Trust JATC Master Cost Agreement.
- \*3.7 Approval of Orange County Electrical Training Trust Master Cost Agreement Action  
The administration recommends approval of Orange County Electrical Training Trust Master Cost Agreement.
- \*3.8 Approval of Southern California Surveyors Master Cost Agreement Action  
The administration recommends approval of the Southern California Surveyors Master Cost Agreement.
- 3.9 Approval of Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee Master Cost Agreement Action  
The administration recommends approval of the Southwest Carpenters Training Fund and the Southwest California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement.
- \*3.10 Approval of PrestoSports Services Agreement Action  
The administration recommends approval of the PrestoSports services agreement.
- \*3.11 Approval of Renewal of Memorandum of Understanding between Rancho Santiago Community College District and Unity Middle College High School (UMCHS) Action  
The administration recommends approval of the annual renewal of the MOU with modifications between RSCCD and UMCHS.
- \*3.12 Approval of Agreement between Rancho Santiago Community College District, on behalf of Santiago Canyon College (SCC), and Pacific Clinics' Recovery Education Institute (REI) Action  
The administration recommends approval of the agreement between RSCCD, on behalf of SCC, and Pacific Clinics' REI.
- \*3.13 Approval of Designated Representative to Serve as Official RSCCD Representative on Rancho Santiago Adult Education Consortium for 2019-2020 Fiscal Year Action  
The administration recommends approval of Dr. Joanne Armstrong, Dean of Instruction and Student Services (SCC Continuing Education), to serve as the official district representative on the Rancho Santiago Adult Education Consortium from July 1, 2019, through June 30, 2020.

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

#### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases and Budget Transfers Action  
The administration recommends approval of budget increases, decreases and transfers from May 1-14, 2019.
- \*4.3 Approval of Public Hearing for 2019-2020 Tentative Budget Action  
The administration recommends approval of holding a public hearing on the Tentative Budget at the meeting on June 17, 2019.
- \*4.4 Approval of Agreement with Team Inspections for Project Inspector Services for Johnson Student Center at Santa Ana College Action  
The administration recommends approval of the agreement with Team Inspections for project inspector services for the Johnson Student Center at SAC as presented.
- \*4.5 Approval of Amendment to Agreement with Steinberg Hart for Architectural Services for Space Planning and Academic Support Center at Santa Ana College Action  
The administration recommends approval of the amendment to the agreement with Steinberg Hart for architectural services for space planning and the Academic Support Center at SAC as presented.
- \*4.6 Award of Bid #1372 for Child Development Center Improvements Phase 3 at Santa Ana College Action  
The administration recommends approval of awarding Bid #1372 to Kazoni, Inc. dba Kazoni Construction for the Child Development Center improvements Phase 3 at SAC as presented.
- \*4.7 Approval of Agreement with Vital Inspection Services, Inc. for Project Inspector Services for Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College (SCC) Action  
The administration recommends approval of the agreement with Vital Inspection Services, Inc. for project inspector services for the LRC at SCC as presented.
- \*4.8 Approval of Agreement with Vital Inspection Services, Inc. for Project Inspector Services for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College Action  
The administration recommends approval of the agreement with Vital Inspection Services, Inc. for project inspector services for barrier removal paper towel dispenser replacement at SCC as presented.

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

- \*4.9 Approval of Amendment to Agreement with Lionakis for Architectural Services for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College Action  
The administration recommends approval of the amendment to the agreement with Lionakis for architectural services for barrier removal paper towel dispenser replacement at SCC as presented.
- \*4.10 Award of Bid #1369 for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College Action  
The administration recommends approval of awarding Bid #1369 to R Dependable Const, Inc. for barrier removal paper towel dispenser replacement at SCC as presented.
- \*4.11 Award of Bid #1370 for Learning Resources Center Drywall Repair at Santiago Canyon College Action  
The administration recommends approval of awarding Bid #1370 to R Dependable Const, Inc. for LRC Drywall Repair at SCC as presented.
- \*4.12 Ratification of Award of Bid #1371 for Proposition 39 Year 5 U Portables Heating, Ventilation and Air Conditioning (HVAC) Upgrades Phase 2 at Santiago Canyon College Action  
The administration recommends ratification of awarding Bid #1371 for Proposition 39 Year 5 U portables HVAC upgrades Phase 2 at SCC as presented.
- \*4.13 Approval of Agreement with Go To Technologies, Inc. for Information Technology (IT) Management and Transition Consulting Services Action  
The administration recommends approval of the agreement with Go To Technologies, Inc. for IT Management and Transition Consulting Services as presented.
- \*4.14 Approval of Agreement Renewal with Competitive Edge Software, LLC dba Omnigo Software Action  
The administration recommends approval of the agreement renewal with Competitive Edge Software, LLC dba Omnigo Software as presented.
- \*4.15 Approval of Second Renewal Addendum to Agreement with LiveSafe, Inc. Action  
The administration recommends approval of the second renewal addendum to the agreement with LiveSafe, Inc.
- 4.16 Adoption of Resolution No. 19-10 for Declaring the Futility of Public Bidding for Certain Additional Landscaping Services at Santiago Canyon College, and Approval of Change Order for That Work Action  
The administration recommends adoption of Resolution No. 19-10 for declaring the futility of public bidding for certain additional landscaping services at SCC and approval of a change order for that work.

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

- \*4.17 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period March 24, 2019, through April 20, 2019.

## 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 Learning Lab (SAC) \$1,300,000
  - Current and Formerly Incarcerated Re-entry Grant \$ 227,272  
(SAC & SCC)
- \*5.2 Approval of Sub-Agreements between RSCCD and Coast, Lake Tahoe, Merced, and Sonoma County Junior Community College Districts for Sector Navigator – Retail/Hospitality/Tourism Grant Action  
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*5.3 Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC to Award the Sector Navigator – Information Communication Technology (ICT)/Digital Media – Industry Sector Projects in Common (ISPIC) funded by Key Talent Administration and Sector Strategy Fiscal Agent Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.4 Approval of Second Amendments to Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura County, 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 second 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.

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

- \*5.5 Approval of Second Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Sector Navigator Information Communications Technology/Digital Media Sector Grant Action  
The administration recommends approval of the second 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 Board Member Comments Information

**RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Administrator Appointments
    - (1) Chancellor
    - (2) District Administrator for Institutional Equity, Compliance & Title IX
  - g. Chancellor's Cabinet
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
3. 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
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

**RECONVENE**

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

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

### Public Comment

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

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

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

## **6.0 HUMAN RESOURCES**

### 6.1 Management/Academic Personnel

Action

- Approval of Appointment/Employment Contract: Chancellor
- Approval of Appointments
- Approval of Extensions of Interim Assignment
- Ratification of Resignations/Retirements
- Approval of Adjusted Final Salary Placements
- Approval of Additional 2018-2019 Contract Extension Days
- Approval of Leaves of Absence
- Approval of Part-time/Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record

### 6.2 Classified Personnel

Action

- Approval of Revised Title/Job Descriptions
- Approval of Revised Job Descriptions
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Return to Regular Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists



- 6.3 Presentation of California School Employees Association, Chapter 579 Initial Bargaining proposal to Rancho Santiago Community College District Action  
It is recommended that the board receive the bargaining proposal and schedule a public hearing for June 17, 2019.
- 6.4 Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form Action  
It is recommended that the board approve the RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form and authorization be given to transmit it to the State Chancellor's Office.
- 6.5 Approval of Amendment to Professional Services Agreement with Solomon Law APC for Investigative Services Action  
It is recommended that the board approve the amendment to the professional services agreement with Solomon Law APC for investigative services with a fiscal impact based on utilization.
- 6.6 Approval of Professional Services Agreement with Nicole Miller & Associates, Inc. for Investigative Services Action  
It is recommended that the board approve the professional services agreement with Nicole Miller & Associates, Inc. as presented.
- 6.7 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association Chapter 888 (Child Development Teachers) Action  
It is recommended that the board approve the collective bargaining agreement between RSCCD and CSEA Chapter 888 for the period of July 1, 2018, through June 30, 2021.
- 7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on June 17, 2019.

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

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

**Monday, May 13, 2019**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Ms. Elizabeth Weber.

Administrators present during the regular meeting were Ms. Tracie Green, Mr. Peter Hardash, Mr. Enrique Perez, Dr. Raúl Rodríguez, and Dr. Linda Rose. 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. Yarbrough, President, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

Mr. Kelvin Leeds spoke regarding the key lock system on classroom doors.

Ms. Roberta Tragarz spoke regarding a sexual harassment complaint in the workplace.

Dr. Christine Umali Kopp spoke regarding sexual and racial discrimination in the workplace.

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the minutes of the meeting held April 29, 2019, and the special meetings held May 7 and May 8, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, 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

It was moved by Mr. Hernandez 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, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

- 3.1 Approval of Affiliation Agreement Renewal with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc.  
The board approved the affiliation agreement renewal with Casa Colina Hospital and Centers for Healthcare and Casa Colina Centers for Rehabilitation, Inc., located in Pomona, California as presented.
- 4.1 Approval of Payment of Bills  
The board approved payment of bills as submitted.
- 4.2 Approval of Budget Increases/Decreases and Budget Transfers  
The board approved budget increases, decreases and transfers from April 17 to April 30, 2019.
- 4.3 Approval of Agreement with PBK Architects, Inc. for Architectural and Engineering Services for Barrier Removal for Nealley Library Restroom Remodel at Santa Ana College (SAC)  
The board approved the agreement with PBK Architects, Inc. for architectural and engineering services for barrier removal for the Nealley Library restroom remodel at SAC as presented.
- 4.4 Approval of Amendment to Agreement with LSA Associates, Inc. for Traffic/Circulation Analysis for Campus Entrance Improvements at Santiago Canyon College (SCC)  
The board approved the amendment to the agreement with LSA Associates, Inc. for the traffic/circulation analysis for campus entrance improvements at SCC as presented.
- 4.5 Approval of Change Order #1 for Active Directory Federation Services (ADFS) in Azure with Core BTS  
The board approved change order #1 for ADFS in Azure with Core BTS.
- 5.1 Approval of Resource Development Items  
The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
  - Disabled Students Programs & Services (DSPS) (SAC) - \$ 6,772  
*Augmentation*
  - Hunger Free Campus Support (SAC) – *Augmentation* \$ 739
  - Hunger Free Campus Support (SCC) \$73,253

1.6 Approval of Consent Calendar (cont.)

5.2 Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools for Strong Workforce Program – Regional Funds Initiative (DO# 18-2225-36)

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

5.3 Approval of Sub-Agreement between RSCCD and Ventura County Community College District to Award Industry Sector Projects in Common (ISPIC) Funded by Key Talent Administration and Sector Strategy Fiscal Agent Grant

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

5.4 Approval of Sub-Agreement between RSCCD and Feather River Community College District for K12 Strong Workforce Program Grant

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

5.5 Approval of Second Amendment to Sub-Agreement between RSCCD and WestEd for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant

The board approved the second 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.

1.7 Adoption of Resolution No. 19-09 in Honor of Classified School Employee Week – May 19-25, 2019

It was moved by Ms. Alvarez and seconded by Ms. Barrios to adopt Resolution No. 19-09. Board members thanked the classified staff for their hard work. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

1.8 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA)

There were no public comments.

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

### **2.1 Report from the Chancellor**

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

### **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, including a report on the Advisory Committee on Education Services meeting and the Community College League of California's annual trustees conference she attended in Olympic Valley, California, on May 2-5, 2019.

### **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:

Mr. Theodore Moreno, Student Vice President, Santa Ana College  
Mr. Evan Ostrow, Student President, Santiago Canyon College

### **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 Taylor, Academic Senate Vice President, Santiago Canyon College  
Ms. Monica Zarske, Academic Senate President, Santa Ana College

### **2.7 Informational Presentation on the Budget**

Mr. Hardash provided an informational presentation on the budget. Board members received clarification on data related to the presentation from Mr. Hardash.

## 2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hernandez provided a report on the May 9, 2019, Orange County Community Colleges Legislative Task Force meeting.

## 3.0 INSTRUCTION

Item 3.1 was approved as part of Item 1.8 (Consent Calendar).

## 4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1 through 4.5 were approved as part of Item 1.8 (Consent Calendar).

## 5.0 GENERAL

Items 5.1 through 5.5 were approved as part of Item 1.8 (Consent Calendar).

### 5.6 Adoption of Resolution No. 19-08 Requesting the State of California to Provide Proposition 51 Funding in Fiscal Year 2019-2020 for All Projects Proposed on the Board of Governors' 2019-2020 Capital Outlay Spending Plan

It was moved by Ms. Mendoza and seconded by Ms. Alvarez to adopt Resolution No. 19-08 as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza; and nay votes from Ms. Barrios and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

### 5.7 Board Member Comments

In regards to the public comments regarding sexual harassment and discrimination, Ms. Alvarez asked if faculty/staff are required to have Title IX training and asked if the District would consider having a Title IX training presentation at a future board meeting.

Ms. Alvarez reported that she attended the SAC Student Art Show Opening Reception & Art Department Open House-Award Ceremony on May 10 and encouraged everyone to attend the art exhibit on display until June 4.

Ms. Mendoza and Mr. Hanna thanked Ms. Weber for her service as the 2018-2019 student trustee and extended a welcome to Mr. Moreno on his upcoming service as the 2019-2020 student trustee. Ms. Mendoza and Mr. Hanna thanked Mr. Ostrow for his service as the 2018-2019 SCC Student President.

Ms. Mendoza commended SAC School of Continuing Education staff on its latest marketing mailer.

5.7 Board Member Comments (cont.)

Ms. Mendoza indicated she is looking forward to the upcoming commencements.

Ms. Weber thanked Dr. Brenda Estrada for her assistance to students in pursuing their higher education. Ms. Weber indicated she is planning to transfer to California State University, Long Beach.

Mr. Hernandez and Mr. Hanna thanked Dr. Brenda Estrada and staff for hosting the SAC Soldiers to Scholars event on May 9.

Mr. Labrado indicated the board had a discussion several years ago regarding the student drop fees and asked for an update on this subject.

Mr. Hanna gave a report on the Advisory Committee on Legislation meeting and the Community College League of California's annual trustee conference he attended in Olympic Valley, California, on May 2-5, 2019. He reported that he attended workshops on The Brown Act, Ethics, Chief Executive Office, and Accreditation.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 6:22 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: 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 Labor Negotiator (pursuant to Government Code, section 54957.6)  
Agency designated representative: Ruben Smith  
Unrepresented employee: Chancellor
4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
5. Public Employment: Chancellor (pursuant to Government Code Section 54957)

Ms. Weber left the meeting at this time.

## **RECONVENE**

The board reconvened at 8:17 p.m.

Ms. Mendoza did not return to the meeting although she was in the building.

### **Closed Session Report**

Mr. Hernandez reported during closed session the board discussed public employment, labor negotiations, and anticipated/potential litigation; and took no reportable 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. Hanna to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

- Approve Employment Agreements
- Approve Changes of Department
- Approve Appointments
- Ratify Resignations/Retirements
- Approve Adjusted End Dates for Sabbatical Leave (Fall Only)
- Approve 2018-2019 Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Adjusted Beyond Contract/Overload Stipends
- Approve Part-time/Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

### **6.2 Classified Personnel**

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

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Changes in Salary Placement
- Ratify Resignations/Retirements



6.2 Classified Personnel (cont.)

- Approve Leaves of Absence
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on May 28, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:18 p.m.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

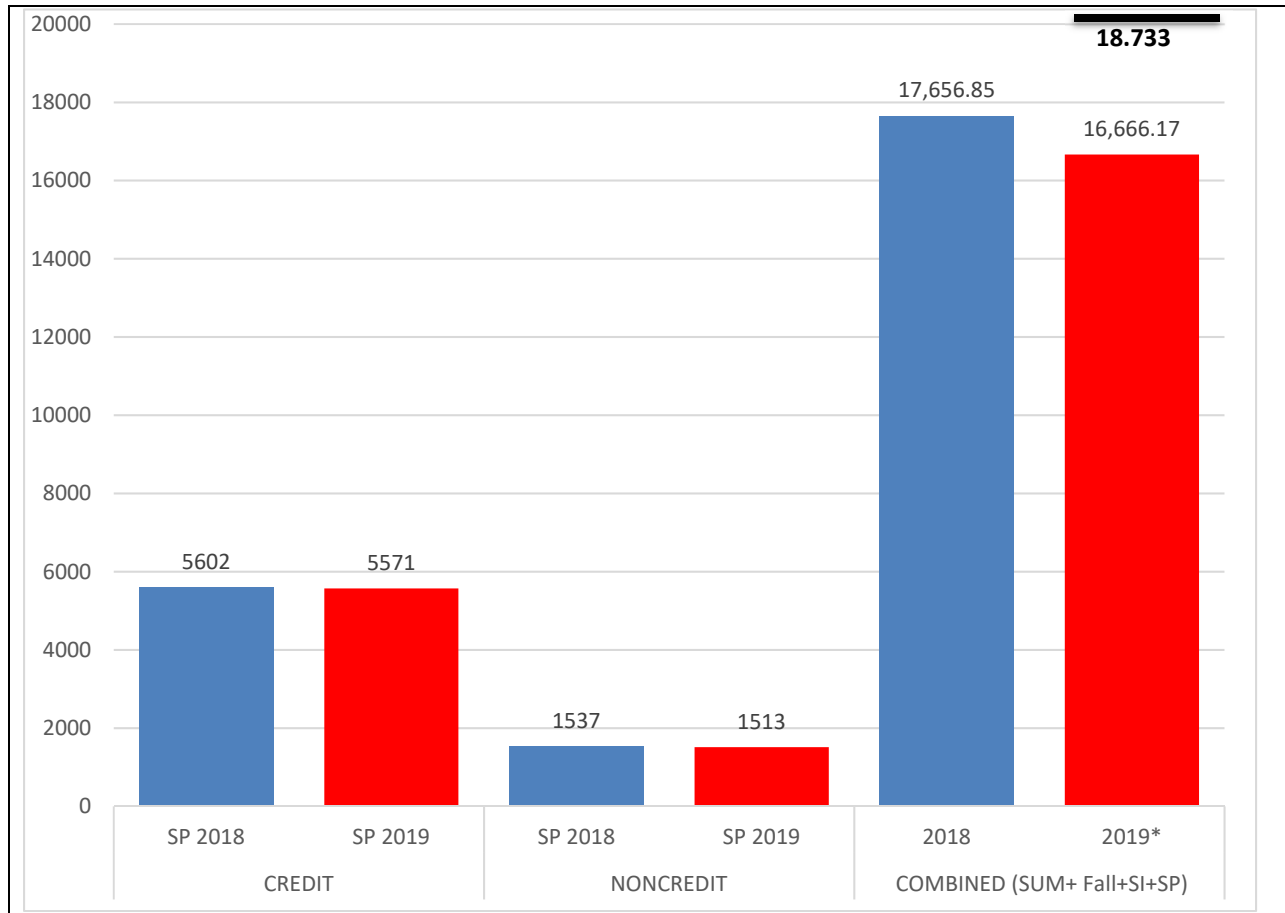
Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: May 28, 2019



## SAC 2018/2019 Spring Enrollment Report

Date: 05/09/19



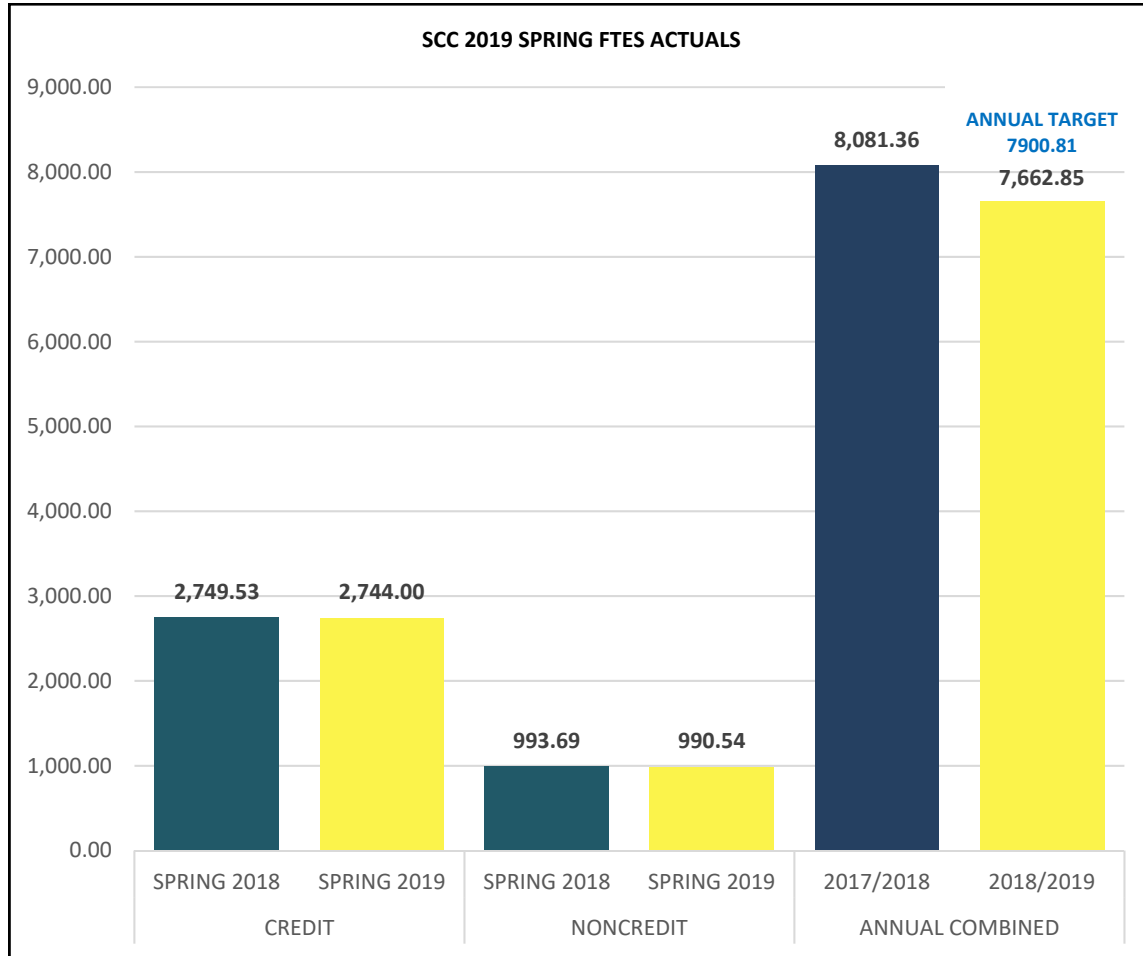
### FTES Target

Terms	2018/2019	DIFF	PCT
Credit SP Target	6721.00		
Credit SP Projection	6721.00	0.00	0%
Noncredit SP Target	2221.00		
Noncredit SP Projection	2221.00	0.00	0%
Annual Target*	18773.00		
Annual Projection*	18773.00	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**  
5/9/2019



**FTES TARGETS**

TERMS	2018/2019	DIFF	PCT
Credit Spring Target	2795		
Credit Spring Projection	2795	0	0%
Credit Spring Intersession Target	269.81		
Credit Spring Intersession Projection	297	27.19	10%
Noncredit Spring Target	1152		
Noncredit Spring Projection	1112	-40	-3%
Annual Target*	7900.81		
Annual Projection*	7860.81	-40	-1%

**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**

**Santa Ana College –Student Services**

To: Board of Trustees	Date: May 28, 2019
Re: Approval of Memorandum of Understanding between the Consulate of Mexico in Santa Ana and the Rancho Santiago Community College District of the United States of America on behalf of Santa Ana College for the Establishment of the “Educational Orientation Window”	
Action: Request for Approval	

**BACKGROUND**

The Mexican Consulate located at 2100 E. Fourth Street, Santa Ana, CA, is requesting Santa Ana College continue the Higher Education Center in their facility, which was established in December 2017. Approximately 300 Mexican nationals living in Orange County visit the Consulate on a daily basis. The Consul is most interested in seeing that their clients become aware of the educational opportunities available at Santa Ana College for them and their children.

**ANALYSIS**

According to the US Census (2010) American Community Survey data, and estimated 918,000 foreign-born people live in Orange County. Of these, Mexican nationals make up 40 percent. Creating a permanent outreach zone within the Mexican Consulate will serve to easily disseminate information about Santa Ana College academic and support programs to this highly immigrant community. This effort will be supported by a \$3,100 commitment from the Mexican Consulate, with the aim of increasing the number of adults who enroll in and earn a college degree. Santa Ana College Outreach staff from both credit and non-credit will continue to identify this location as one of their regular community recruitment sites.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Memorandum of Understanding between the Consulate of Mexico in Santa Ana and the Rancho Santiago Community College District of the United States of America on behalf of Santa Ana College for the Establishment of the “Educational Orientation Window” as presented.

Fiscal Impact: None	Board Date: May 28, 2019
Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services Alicia Kruizenga, Dean, Student Affairs	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF CAREER  
OF MEXICO IN SANTA ANA AND THE RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT OF THE UNITED STATES OF AMERICA ON BEHALF OF  
SANTA ANA COLLEGE DISTRICT FOR THE ESTABLISHMENT OF THE  
“EDUCATIONAL ORIENTATION WINDOW”**

The Consulate of Career of Mexico in Santa Ana (“the Consulate”) and the Rancho Santiago Community College District of the United States of America on behalf of Santa Ana College, hereinafter referred to as “the Parties”;

**CONSIDERING** that the functions of the “Consulate” are established in the Vienna Convention on Consular Relations of 1963 and in the Consular Convention between the United Mexican States and the United States of America of 1942;

**CONSIDERING** that the Government of Mexico, through the Institute of Mexicans Abroad (IME) and its Consulates, has taken an active role in promoting the rights and well-being of Mexican nationals in the United States of America;

**CONSIDERING** that the promotion of education is part of the consular function of “helping and assisting nationals, both individuals and bodies corporate, of the sending State”;

**CONSIDERING** that consular offices are an auspicious space for the promotion of education;

**CONSIDERING** that the mission of the Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, workforce and economic development needs of our diverse community. Santa Ana College prepares students for transfer, employment, careers and lifelong intellectual pursuit in a dynamic learning environment;

**CONSIDERING** that the Santa Ana College works in partnership with educational institutions, civil organizations and government agencies;

Have agreed as follows:

**ARTICLE I  
Objective**

The objective of this Memorandum of Understanding is to establish the terms for the implementation of the “Educational Orientation Window” (VOE, as in Spanish) at the Consulate, to increase the information and advice provided to the Mexican migrant community on educational matters, both of the opportunities in California, United States of America (USA) and in Mexico.

In order to comply with the objective of this Memorandum of Understanding, "the Parties" shall promote the educational development of the Mexican nationals residing within the jurisdiction of "the Consulate", through the following actions:

- a) Provide information on access to education in Mexico for students returning from California, USA;
- b) Facilitate access to higher education and provide students from Mexico with information regarding the services and opportunities available at all three of Santa Ana Partnership colleges
- c) Dissemination of the educational opportunities of the Government of Mexico for Mexicans in California, USA;
- d) Provide information on local educational services in California, USA;
- e) Develop courses for immigrant parents; and
- f) Any other activity agreed by "the Parties" to strengthen the objective of this Memorandum of Understanding.

The Parties agree that this Memorandum of Understanding does not provide any exclusivity with respect to the activities established therein and that "the Parties" may collaborate, without restriction, in similar activities with other persons or institutions.

## **ARTICLE II Responsibilities of "the Parties"**

### **1. The Santa Ana College commits to:**

- a) Be responsible for guaranteeing the quality of the VOE services in the "Consulate";
- b) Develop strategies to disseminate the aforementioned actions;
- c) Identify and propose to the "Consulate" the participation in the VOE of other educational institutions, civil organizations and governmental agencies (Collaborating Institutions);
- d) Coordinate the participation of the Collaborating Institutions, as necessary;
- e) Provide the "Consulate" with monthly reports referred in Article IV concerning the progress achieved; and

- f) Hold biannual meetings with the Collaborating Institutions with the participation of the staff of the "Consulate".

**2. The "Consulate" commits to:**

- a) Supervise the effectiveness, efficiency and quality of VOE services;
- b) Designate an area for the VOE within the facilities of the "Consulate", where the Santa Ana College has access to the public;
- c) Allow the use of the facilities of the "Consulate" (bathrooms, kitchen, public services and other unrestricted areas) to the staff of the Santa Ana College
- d) Establish the hours of operation of the VOE and communicate any changes in advance to the Santa Ana College and to the Collaborating Institutions;
- e) Inform the Collaborating Institutions about the rules and norms in the "Consulate";
- f) Provide teaching materials available for use and distribution in the VOE;
- g) Collect the monthly reports referred in Article IV and send them to the IME.

**ARTICLE III  
Funding**

In accordance with the resources assigned in their respective budgets, their availability, budgetary allocation and the provisions of their national legislation, "the Parties" undertake to finance the VOE, according to the following terms:

1. The "Consulate" shall deliver to the Santa Ana College an initial contribution of the amount of \$ 3,100.00, (Three Thousand and hundred US dollars) resources provided for the VOE by the Government of the United Mexican States, in order to comply with the objectives of this Memorandum of Understanding.
2. The Santa Ana College shall issue a receipt for the amount provided by "the Consulate", on letterhead paper of the Santa Ana College and duly signed, as well as deliver a copy of an official identification with photograph of the signatory of the receipt.
3. Any remaining resources identified in the final report of activities, mentioned in Article IV, must be returned to the "Consulate" within fifteen (15) days after the delivery of such report.

4. The "Consulate" shall ensure the exercise of all the resources allocated to the operation of the VOE in strict fulfillment and compliance with the manuals, guidelines and other regulations applicable to the SRE.
5. "The Parties" shall endeavor to obtain additional local resources, from organizations or social welfare foundations, private or governmental, to supplement the resources of the VOE.

#### **ARTICLE IV Follow up Mechanism**

To achieve the objective of this Memorandum of Understanding, each Party agrees to appoint a coordinator, who will oversee the compliance of the responsibilities of "the Parties", established in this Instrument.

The "Consulate" appoints the Head of the Department for Community, Education and Cultural Affairs and Santa Ana College appoints the Vice President(s) Office, Student Services of the Santa Ana College as coordinators, who shall meet at least two (2) times per year, as needed.

Both coordinators shall be responsible for develop the following:

1. **Monthly reports** of the population served in accordance to the matrix of indicators of the VOE.
2. **Final report of activities** which should include the results and the photographic memory of the main events of the VOE.

#### **ARTICLE V Transparency and Information Management**

"The Parties" may use the information obtained through collaborative activities under this Memorandum of Understanding exclusively for the purposes for which it was provided by the other Party. The private information of the users of the VOE will be handled under the strictest confidentiality criteria, as outlined in the applicable federal and local laws.

#### **ARTICLE VI Publicity and Media Coverage**

1. "The Parties" shall review all printed and electronic materials related to this Memorandum of Understanding prior to its publication and distribution. Both Parties will previously approve in writing any communication with the press, television, radio or any



other media, as well as any publication in any social media or web page related to the VOE.

2. "The Parties" shall seek to comment on documents submitted by the other Party without undue delay. If, as a result of such revision, modifications are necessary, the drafting Party shall carry out the suggested editions and forward the drafts to the objecting Party for final approval.

3. "The Parties" shall confer on any planned scholarly publication or presentation and determine appropriate authors to be cited based on the contributions of individual(s) within their organizations.

## **ARTICLE VII Labor Relationship**

To fulfill the objective of this Memorandum of Understanding, the personnel provided by "the Parties" shall be understood to be exclusively related to the Party that employs it, so that in no case the other Party may be considered as a substitute or joint employer. Consequently, there will be no relationship of a labor, civil or social security nature with the other Party, reason why at all times the personnel will carry out their work under the direction and dependence of the Party that contracted it.

The personnel of the Santa Ana College during their work inside of the "Consulate" or other activities related to the same, shall at all times carry an identification and shall not display themselves as an officer, employee or representative of the "Consulate". The personnel of the Santa Ana College will not be considered part of the personnel of the "Consulate" and likewise in the opposite direction. Neither "Party" has explicit authority to designate or create any kind of obligation or liability on behalf of the Other.

## **ARTICLE VIII Dispute Resolution**

Any dispute arising from the interpretation or application of this Memorandum of Understanding will be resolved by "the Parties" by mutual written agreement.

## **ARTICLE IX Final Provisions**

This Memorandum of Understanding shall enter into force from the date of its signature and will remain in force for up to one year, and may be terminated by written notice addressed to the other Party with sixty (60) days in advance to the proposed day for termination.

The early termination of this Memorandum of Understanding will not affect the conclusion of the cooperation activities that have been formalized during its validity.

This Memorandum of Understanding may be modified by mutual consent of “the Parties”, formalized through written communications specifying the date of entry into force of such modifications.

Signed at Santa Ana, California the \_\_\_\_ of \_\_\_\_\_, 2019, in three originals, each in the Spanish and English languages, being both texts equally authentic.

**FOR THE CONSULATE OF CAREER  
OF MEXICO IN SANTA ANA**

**FOR THE RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT OF  
THE UNITED STATES OF AMERICA  
ON BEHALF OF SANTA ANA  
COLLEGE**

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**MARIO CUEVAS ZAMORA**  
Consul

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**PETER J. HARDASH**  
Vice Chancellor  
Business Operations and Fiscal  
Services

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**LINDA D. ROSE, Ed. D**  
President  
Santa Ana College

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Proposed Revisions for the 2019 – 2020 Santa Ana College Catalog Addendum	
Action:	Request for Approval	

**BACKGROUND**

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2019. It includes new courses, course revisions, course deletions, and other curricula changes that are reflected in the catalog.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the proposed revisions for the 2019 – 2020 Santa Ana College Catalog Addendum.

Fiscal Impact:	None	Board Date: May 28, 2019
Prepared by:	Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



## CURRICULUM AND INSTRUCTION COUNCIL

DATE: May 28, 2019

TO: Linda D. Rose, Ed.D., President of Santa Ana College

FROM: Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council  
Jeffrey N. Lamb, Vice President, Academic Affairs

RE: **PROPOSED REVISIONS FOR THE 2019-2020 CATALOG ADDENDUM**

The following changes to the 2019-2020 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santa Ana College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santa Ana College's CIC is chaired by Dr. Brian Sos, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 16 faculty representatives (including the Chair of the Committee), an Articulation Officer, two Curriculum Specialists and a student representative.

The changes initiated at Santa Ana College for the 2019-2020 catalog are:

**REVISED PROGRAMS, DEGREES AND CERTIFICATES** (See Attachment #1)

One (1) program, degree or certificate was revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

**DELETED PROGRAMS, DEGREES AND CERTIFICATES** (See Attachment #2)

Six (6) degrees were deleted because they were outdated and/or required courses that had not been offered in three (3) or more years.

**REVISED COURSES** (See Attachment #3)

Six (6) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

**DISTANCE EDUCATION OFFERINGS** (See Attachment #4)

One (1) course was separately reviewed and approved in accordance with California Code of Regulations §55206. This course was designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

**REVISED PROGRAMS, DEGREES AND CERTIFICATES**

**Credit**

Associate in Science in Nursing-Registered Nursing Degree

**Non-Credit**

None

**DELETED PROGRAMS, DEGREES AND CERTIFICATES**

**Credit**

None

**Non-Credit**

Academic ESL Beg-Intermediate B, Certificate of Competency  
Academic ESL Intermediate B, Certificate of Competency  
Academic ESL Intermediate C, Certificate of Completion  
Communication ESL Intermediate A, Certificate of Completion  
Communication ESL Intermediate B, Certificate of Competency  
Communication ESL Intermediate C, Certificate of Completion

**REVISED COURSES**

**Credit**

Nursing-Registered 170, Pharmacological Concepts of Nursing  
Nursing-Registered 171, Principles of Nursing Practice and Simple Concepts  
Nursing-Registered 171L, Principles of Nursing Practice and Simple Concepts Lab  
Nursing-Registered 172, Family Health and Illness Concepts  
Nursing-Registered 271, Mental Health and Acute Concepts  
Nursing-Registered 272L, Complex Concepts and Preceptorship Lab

**Non-Credit**

None

**DISTANCE EDUCATION OFFERINGS**

**Credit**

Nursing-Registered 170, Pharmacological Concepts of Nursing

**Non-Credit**

None



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 28, 2019
Re: Approval of California/Nevada Training Trust Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.26 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2019 through June 20, 2020.

**RECOMMENDATION**

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

Fiscal Impact: Approximately \$38,024 to RSCCD-SCC	Board Date: May 28, 2019
The RSCCD-SCC shall pay California/Nevada Training Trust an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$237,019.	
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

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

This Agreement, made and entered into this 1st day of July, 2019, by and between:

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

WITNESSETH:

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

ARTICLE I - RECITALS

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

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

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

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

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

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

## ARTICLE II - RESPONSIBILITIES OF RSCCD

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

## ARTICLE III - RESPONSIBILITIES OF CAL/NEVA

### A. Instruction and Curriculum

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

### B. Facilities, Equipment and Supplies

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

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

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2019) and will continue until the end of the fiscal year (June 30, 2020), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by CAL/NEVA and performing services for their training committee shall be solely employees of CAL/NEVA. CAL/NEVA will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay CAL/NEVA an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the California/Nevada Training Trust, 9846 Limonite Ave., Riverside, CA 92509, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

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

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

CALIFORNIA/NEVADA TRAINING TRUST

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

\_\_\_\_\_  
Armando Mendez  
Director

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

Approved by Governing Board,

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College – Business & Career Education

To: Board of Trustees	Date: May 28, 2019
Re: Approval of JTS Services Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.26 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplemental Instruction (RSI) formula. This agreement covers the period of July 1, 2019 through June 20, 2020.

**RECOMMENDATION**

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

Fiscal Impact: Approximately \$2,773 to RSCCD-SCC	Board Date: May 28, 2019
The RSCCD-SCC shall pay JTS Services an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$9,150.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

**MASTER COST AGREEMENT**

**BETWEEN**

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

This Agreement, made and entered into this 1st day of July, 2019, by and between:

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

WITNESSETH:

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

ARTICLE I - RECITALS

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

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

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

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

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

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

## ARTICLE II - RESPONSIBILITIES OF RSCCD

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

## ARTICLE III - RESPONSIBILITIES OF JTS

### A. Instruction and Curriculum

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

### B. Facilities, Equipment and Supplies

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



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

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2019) and will continue until the end of the fiscal year (June 30, 2020), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by JTS and performing services for their training committee shall be solely employees of JTS. JTS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay JTS an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the JTS Services, 1905 E. 17<sup>th</sup> St., #316, Santa Ana, CA, 92705, within sixty (60) days of receipt of final positive attendance hours and grades each semester.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

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

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost,

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

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

JTS SERVICES

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

\_\_\_\_\_  
John Sanders  
Chair, Cosmetology Apprenticeship

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

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: May 28, 2019
Re: Approval of the Metropolitan Water District of Southern California Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.26 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2019 through June 20, 2020.

**RECOMMENDATION**

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

Fiscal Impact: Approximately \$11,883 to RSCCD-SCC.	Board Date: May 28, 2019
The RSCCD-SCC shall pay the Metropolitan Water District an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$39,213.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

**MASTER COST AGREEMENT**

**BETWEEN**

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

This Agreement made and entered into this 1st day of July, 2019, by and between:

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

WITNESSETH:

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

ARTICLE I - RECITALS

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

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

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

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

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

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

ARTICLE II - RESPONSIBILITIES OF RSCCD

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

ARTICLE III - RESPONSIBILITIES OF MWD

A. Instruction and Curriculum

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

B. Facilities, Equipment and Supplies

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

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2019) and will continue until the end of the fiscal year (June 30, 2020) unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by MWD and performing services for MWD shall be solely employees of MWD and not employees of RSCCD. MWD shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay MWD an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Metropolitan Water District, 700 N. Alameda St., Los Angeles, CA 90012, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.
- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

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

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA

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

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

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

Approved by Governing Board

APPROVED AS TO FORM:

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

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

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



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 28, 2019
Re: Approval of Operating Engineers Training Trust JATC Master Cost Agreement	
Action: Request Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.26 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2019 through June 20, 2020.

**RECOMMENDATION**

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

Fiscal Impact: Approximately, \$67,018 to RSCCD-SCC.	Board Date: May 28, 2019
The RSCCD-SCC shall pay Operating Engineers Training Trust Joint Apprenticeship and Training Committee an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$417,745.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

**MASTER COST AGREEMENT**

**BETWEEN**

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

This Agreement, made and entered into this 1st day of July, 2019, by and between:

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

WITNESSETH:

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

ARTICLE I - RECITALS

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

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

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

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

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

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

ARTICLE II - RESPONSIBILITIES OF RSCCD

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

ARTICLE III - RESPONSIBILITIES OF OETTJATC

A. Instruction and Curriculum

1. OETTJATC will conduct classes and related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. OETTJATC will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD curriculum and the OETTJATC training committee standards.
3. OETTJATC shall provide manuals, instructional supplies, and other teaching aids necessary to instruct classes.
4. OETTJATC shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
5. OETTJATC shall provide clerical support to maintain training records.
6. OETTJATC instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
7. OETTJATC shall provide funds for and administer one (1) instructor workshop annually.
8. OETTJATC shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

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

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2019) and will continue until the end of the fiscal year (June 30, 2020), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OETTJATC and performing services for their training committee shall be solely employees of OETTJATC. OETTJATC will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OETTJATC an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Operating Engineers JATC, 2190 S. Pellissier Place, Whittier, CA 90601, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

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

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

OPERATING ENGINEERS JATC

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

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

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

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 28, 2019
Re: Approval of the Orange County Electrical Training Trust Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.26 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2019 through June 20, 2020.

**RECOMMENDATION**

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

Fiscal Impact: Approximately, \$60,364 to RSCCD-SCC.		Board Date: May 28, 2019
The RSCCD-SCC shall pay Orange County Electrical Training Trust (OCETT) an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$376,267.		
Prepared by:	Marilyn Flores, Ph.D., Vice-President, Academic Affairs Von Lawson, Dean, Business & Career Education	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

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

This Agreement, made and entered into this 1st day of July, 2019, by and between:

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

WITNESSETH:

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

ARTICLE I - RECITALS

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

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

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

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

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

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

## ARTICLE II - RESPONSIBILITIES OF RSCCD

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

## ARTICLE III - RESPONSIBILITIES OF OCETT

### A. Instruction and Curriculum

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

### B. Facilities, Equipment and Supplies



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

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2019) and will continue until the end of the fiscal year (June 30, 2020), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OCETT and performing services for their training committee shall be solely employees of OCETT. OCETT will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OCETT an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Orange County Electrical Training Trust, 717 S. Lyon St., Santa Ana, CA 92705, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

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

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

ORANGE COUNTY ELECTRICAL  
TRAINING TRUST

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

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

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

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 28, 2019
Re: Approval of Southern California Surveyors Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.26 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2019 through June 20, 2020.

**RECOMMENDATION**

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

Fiscal Impact: Approximately, \$20,200 to RSCCD-SCC. Board Date: May 28, 2019	
The RSCCD-SCC shall pay Southern California Surveyors Joint Apprenticeship Training Committee an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$125,916.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

**MASTER COST AGREEMENT**

**BETWEEN**

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

This Agreement made and entered into this 1st day of July, 2019, by and between:

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

**WITNESSETH:**

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

**ARTICLE I - RECITALS**

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

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

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

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

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

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

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

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

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

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

1. SCS shall provide instructor, instructional supplies and materials, including but not limited to text and reference books and shall also provide the services of members of the SCS staff for the purpose of introducing the apprentices enrolled in the program to the functions of the SCS operations as they relate to the program. The cost of providing the specified instructional materials shall be included in the amount to be paid per clock hour of teaching time as set forth hereunder. No additional payments will be made by the RSCCD for instructional materials provided by the SCS.
2. SCS is responsible for the development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and in cooperation with the RSCCD, the selection and the training of teachers. SCS shall provide such coordinators as are required to implement and maintain the program as specified herein.
3. SCS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
4. SCS shall provide clerical support to maintain training records.
5. SCS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be instructors of record for RSCCD and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.

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

**B. Facilities and Equipment**

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

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2019) and will continue until the end of the fiscal year (June 30, 2028), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by SCS and performing services for their training committee shall be solely employees of SCS. SCS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay SCS an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Southern California Surveyors Joint Apprenticeship Committee, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

To SCS: Southern California Surveyors Joint Apprenticeship Committee  
9480 Utica Ave., Suite 604  
Rancho Cucamonga, CA 91730  
ATTN: Administrator:

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SOUTHERN CALIFORNIA SURVEYORS

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

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

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

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

Approved by Governing Board:

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



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: May 28, 2019
Re: Approval of the Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long-standing, on-going relationship with Southwest Carpenters Training Fund (SCTF) and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee (JATC). Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades JATC are formal training programs for students. The purpose for these programs is to provide entry to journey level skills training to SCTF and Southwest Carpenter and Affiliated Trades JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to receive Certificates of Achievement and Associate of Science Degrees in Carpentry.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.26 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2019 through June 20, 2020.

**RECOMMENDATION**

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

Fiscal Impact: Approximately \$280,905 to RSCCD-SCC.	Board Date: May 28, 2019
The RSCCD-SCC shall pay Southwest Carpenters Training Fund and Southwest California Carpentry JATC an amount equal to eighty-five (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$1,750,975.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**AND**

**SOUTHWEST CARPENTERS TRAINING FUND**

**AND**

**SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE**

This Agreement, made and entered into this 1st day of July, 2019, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD and SOUTHWEST CARPENTERS TRAINING FUND hereinafter referred to as FUND and SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT APPRENTICESHIP AND TRAINING COMMITTEE hereinafter referred to as SCATJATC:

WITNESSETH:

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

**ARTICLE I - RECITALS**

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

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

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

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

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

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

ARTICLE II - RESPONSIBILITIES OF RSCCD

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

ARTICLE III - RESPONSIBILITIES OF FUND/SCATJATC

A. Instruction and Curriculum

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

B. Facilities, Equipment and Supplies

1. FUND/SCATJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCATJATC will be responsible for the maintenance of these facilities.
2. FUND/SCATJATC shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. FUND/SCATJATC shall provide instructional supplies and materials.
4. RSCCD utilizes the following real property, 7111 Firestone Blvd., Buena Park, CA 90621; 10015 Rose Hills Road, Whittier, CA 90601; 412 Dawson Drive, Camarillo, CA 93012; 2301 A Street, Santa Maria, CA 93455; 3250 E. Shelby St., Ontario, CA 91764; 8595 Miralani Drive, San Diego, CA 92126; 15885 Valley View Court, Sylmar, CA 91342 costs of which are included in this Master Cost Agreement.

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2019) and will continue until the end of the fiscal year (June 30, 2020), unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by FUND/SCATJATC and performing services for FUND/SCATJATC shall be solely employees of FUND/SCATJATC and not employees of RSCCD. FUND/SCATJATC shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay FUND/SCATJATC an amount equal to eighty-five percent (85%) of the amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, 533 S. Fremont Ave., Suite 401, Los Angeles, California 90071-1706, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.
- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

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

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

To FUND: Southwest Carpenters Training Fund  
3250 E. Shelby Street, Suite 210  
Ontario, CA 91764

To SCATJATC: Southwest Carpenter and Affiliated Trades Joint Apprenticeship and  
Training Committee  
3250 E. Shelby Street, Suite 210  
Ontario, CA 91764

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE

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

\_\_\_\_\_  
Sean Hartfranft  
Date: \_\_\_\_\_

Approved by Governing Board:

SOUTHWEST CARPENTERS TRAINING FUND

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College  
Academic Affairs

To: Board of Trustees	Date: May 28, 2019
Re: Approval of PrestoSports Services Agreement	
Action: Request for Approval	

**BACKGROUND**

The Athletic Program at SCC is in need of a software program allowing it to promote athletic success, highlight student athlete academic and athletic success, and provide up-to-date statistical information about our student athletes and their respective teams. The PrestoSports program allows the college to display and promote the athletics programs in a manner synonymous with the high standards expected within the RSCCD. Current CCCAA legislation (California Community College Athletic Association) mandates the reporting of statistics within a stipulated time-frame. The PrestoSports software will help the head coaches in this regard.

**ANALYSIS**

The majority of California Community Colleges already utilize the PrestoSports software to promote athletic programs. It also serves as a valuable recruiting tool for the colleges. The adoption of this program will bring SCC in line with other community colleges and present a more professional and polished look to the athletic website.

Your approval will allow the College to adopt and introduce this improved method of reporting and promoting SCC athletics. This contract would be effective July 1, 2019.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the PrestoSports services agreement.

Fiscal Impact: \$3,900 per year	Board Date: May 28, 2019
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Martin Stringer, Athletic Director	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

# PRESTOSPORTS SERVICES AGREEMENT

THIS PRESTOSPORTS SERVICES AGREEMENT, together with all exhibits and any applicable addenda (collectively, the "Agreement"), is entered into on March 6, 2019, by and between PRESTOSPORTS, LLC ("Licensor," "we," "us" or "our"), with its principal place of business located at 726 N. Greenfield Road, Suite 121, Gilbert, AZ 85299, and SANTIAGO CANYON COLLEGE ("Licensee," "you," or "your"), with its principal place of business located at 8045 E. Chapman Avenue, Orange, CA 92869. The parties shall collectively be referred to herein as "the Parties."

This Agreement shall govern your purchase and ongoing use of our proprietary PrestoSports software, including all later-added features and functionalities (the "Software"), our hardware, including our Application Server (the "Application Server"), and/or any other services you receive from us under this Agreement. The Software, the Application Server, and any other services shall be collectively referred to herein as our "Services."

## 1. EFFECTIVE DATE; TERM

This Agreement will start on July 1, 2019 ("Effective Date"). The initial term of this Agreement is thirty-six (36) months (the "Initial Term"), and will start on the Effective Date and end thirty-six (36) consecutive months later. This Agreement will automatically renew for successive terms of 12 months each (each, a "Renewal Term") unless you or we provide a written notice of termination, or non-renewal, at least 60 days before the expiration of the Initial Term or any Renewal Term. The Parties may terminate this Agreement without cause, and without penalty, if such termination is by mutual written consent; otherwise, you may not cancel the Agreement without being responsible for all fees due to us through the expiration of the Initial Term, or any Renewal Term, as applicable.

## 2. ACCOUNT CONTACT INFORMATION (for billing and other notice purposes)

Santiago Canyon College contact	PrestoSports contact
Martin Stringer <a href="mailto:Stringer_martin@sccollege.edu">Stringer_martin@sccollege.edu</a> (714) 828-4816 8045 E. Chapman Avenue Orange, CA 92869	Ted Bardach VP Business Development <a href="mailto:ted@prestosports.com">ted@prestosports.com</a> (301) 880-0803 481 Hungerford Dr., Ste 325 Rockville, Maryland 20860

## 3. PROJECT SCOPE

Phase	Summary	Description
I	Planning	<ul style="list-style-type: none"> <li>▪ Introduction to PrestoSports admin system (Licensor)</li> <li>▪ Schedule design call date and time (Licensor and Licensee)</li> <li>▪ Conduct design call (Licensor and Licensee)</li> <li>▪ Review and approve design notes (Licensee)</li> <li>▪ Upload necessary images (Licensee)</li> <li>▪ DNS (Licensor and Licensee)</li> </ul>
II	Artistic Design	<ul style="list-style-type: none"> <li>▪ Default and training sites shared (Licensor)</li> <li>▪ Review of design revisions (three (3) rounds) and approval (Licensee)</li> <li>▪ For each rendition share with client new design (Licensor)</li> <li>▪ Training (Licensor and Licensee)</li> <li>▪ Data migration (Licensee)</li> </ul>
III	Website Breakdown	<ul style="list-style-type: none"> <li>▪ Continued data migration (Licensee)</li> <li>▪ Page set up for non-sport pages (Licensor)</li> <li>▪ Site breakdown and implementation of features (Licensor)</li> </ul>
IV	Review; Quality Control	<ul style="list-style-type: none"> <li>▪ Continued data migration and training (Licensee)</li> <li>▪ Register URL to search engines (Licensor)</li> <li>▪ Implement any unique features (Licensor)</li> <li>▪ QC on site (Licensor)</li> </ul>

## 4. PRESTOSPORTS DELIVERABLES

- |   |
|---|
| <ol style="list-style-type: none"> <li>a. Site setup and hosting of athletic website.</li> <li>b. Website graphic design, including three (3) rounds of proofs. Any additional proofs will incur an additional cost of \$250 per design and will result in delays in the launch process.</li> <li>c. Three (3) user accounts to manage the athletics website.</li> <li>d. Website accessibility outlined in Exhibit D.</li> </ol> |
|---|



**5. FEES AND OTHER CHARGES**

Year 1: July 1, 2019 to June 30, 2020	
Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, SSL certificate and a custom design/responsive website	\$3,150
Design/setup fee – 1 <sup>st</sup> Payment	\$450
Live Stat Viewers for all available sports	Included
<b>TOTAL</b>	<b>\$3,600</b>
Year 2: July 1, 2020 to June 30, 2021	
Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, SSL certificate and a custom design/responsive website	\$3,300
Design/setup fee – 2 <sup>nd</sup> Payment	\$450
Live Stat Viewers for all available sports	Included
<b>TOTAL</b>	<b>\$3,750</b>
Year 3: July 1, 2021 to June 30, 2022	
Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, SSL certificate and a custom design/responsive website	\$3,450
Design/setup fee – 3 <sup>rd</sup> Payment	\$450
Live Stat Viewers for all available sports	Included
<b>TOTAL</b>	<b>\$3,900</b>

**6. STORAGE AND BANDWIDTH**

Allocation for	Capacity*	Details/Notes
Application Server storage for data necessary for use of the Software	5 GB	
Bandwidth Transfer Capacity	50 GB/mo.	
Media Server for storage of video and other media files	10 GB	
Monthly transfer for video playback and podcasting	250 GB/mo.	

\* If Licensee exceeds its storage or bandwidth limit, Licensor must notify Licensee that it has exceeded the allowed storage or bandwidth limit. Licensee will have 30 days from the date of such notice to address their data size or bandwidth usage.

**7. PAYMENT TERMS**

(a) **Invoices.** You agree to pay all fees and charges specified in this Services Agreement, as amended from time to time in writing. Except as otherwise specified in the Agreement, (i) fees are quoted and payable in U.S. dollars; (ii) fees are based on Services provided, and not Licensee's actual usage; (iii) payment obligations are not cancellable except as specifically allowed under the Services Agreement or Terms of Service; (iv) fees paid are non-refundable; (v) invoices for the total contract year value will be sent 30 days in advance for each year's term start date; and (vi) invoices for one-time fees (such as site set-up or redesign) will be sent upon Service Agreement signing.

(b) **Payment Terms.** Payment is due thirty (30) days after date of invoice. You may not withhold any amounts due hereunder and we reserve the right to cease work without prejudice if amounts are not paid when due. Unpaid invoices will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If any amount owed by you under the Services Agreement, or any amendment thereto, is thirty (30) days or more overdue, we may, without limiting our other rights or remedies, accelerate any unpaid fee obligations so that all such obligations become immediately due and payable through the end of the Initial Term, and suspend your access to our Services until such amounts are paid in full.

(c) **Taxes.** Unless otherwise stated, our fees do not include taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholdings taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with the Services. If we pay or collect Taxes for which you are responsible, any amounts paid by us, plus all costs and expenses incurred by us relative to such Taxes shall be invoiced to and paid by you.

(d) **Billing Errors.** You must contact us within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive and adjustment or credit. We will not exercise our rights to overdue charges or acceleration of payments if the applicable charges are under reasonable and good faith dispute and you are cooperating diligently to resolve the dispute.

**8. EXHIBITS**

The terms and conditions of the following Exhibits are expressly incorporated by reference into this Agreement:

<i>No.</i>	<i>Title</i>	<i>Description</i>
A	Terms of Service	States the terms and conditions under which we will provide Services to you
B	Acceptable Use Policy	Describes acceptable content for uploading to your website on our Services
C	Service Level Agreement	Describes our service level commitments to you
D	Website Accessibility Notice	Describes website accessibility standards and disclaims our liability

**ACCEPTANCE**

By its signature below, Licensee acknowledges that it has read and accepts the terms of this Services Agreement, and all Exhibits referenced above, and hereby accepts the Agreement as of the Effective Date.

**LICENSEE: SANTIAGO CANYON COLLEGE**

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

\_\_\_\_\_  
 Date

**LICENSOR: PrestoSports, LLC**

\_\_\_\_\_  
 By: Keith Womack  
 Title: President

\_\_\_\_\_  
 Date

## TERMS OF SERVICE

These Terms of Service are expressly incorporated by reference into the PrestoSports Services Agreement (the "Services Agreement"). Terms not specifically defined herein shall have the meanings as set forth in the Services Agreement.

**1. GENERAL TERMS.** You accept the terms of the Agreement, as defined in the Services Agreement, either by (a) click-signing your acceptance to an online version of the Services Agreement; (b) executing a hardcopy of the Services Agreement, or (c) accepting the benefits of our Services under the Agreement. The person signing the Agreement on your behalf represents that he/she is entering into the Agreement on behalf of an organization, company, non-profit organization, or other legal entity, that such organization, company, non-profit or entity is validly existing in its state or states of operation, and that he/she has the proper legal authority to bind the Licensee to the Agreement.

**2. GRANT OF RIGHTS.** You do not own any part of the Services which belongs exclusively to us. However, by entering into this Agreement, remaining in compliance with its terms, and paying all associated fees, we grant you (and only you) a right to access and use our Services for the duration of the term. We can revoke your rights at any time, for any reason, in our sole discretion. Any rights not specifically granted to you under the Agreement are expressly reserved. Accessing or using our Services without our consent is prohibited.

### 3. USE OF OUR SERVICES.

**(a) Our Responsibilities.** We will (i) provide basic support to you at no additional charge; (ii) provide the Software in accordance with applicable laws and governmental regulations; and (iii) use commercially reasonable efforts to make our Services available 24 hours a day, 7 days a week, except for planned downtime (as defined in a Service Level Agreement); or any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of god, acts of government, floods, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees).

**(b) Your Responsibilities.** You will (i) use our Services only for your internal business operations and not for the benefit of anyone other than the Licensee identified in this Agreement; and/or (ii) use our Services in a manner that complies with all applicable laws, rules and regulations, including copyright and other intellectual property laws. You will not: (iii) re-license or sell rights to access or use the Services, or to transfer or assign rights to access or use the Services except as expressly permitted herein; (iv) modify, translate, reverse engineer, decompile or create derivative works based upon the Software; (v) transmit or share identification or password codes with unauthorized users, or permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users; and/or (vi) permit access to the Software through a single identification or password code being made available to multiple users on a network.

**4. FEES.** You are responsible for timely payment of all fees and charges as more specifically described in the Services Agreement, and any validly executed amendments thereto.

**5. TERMINATION FOR CAUSE.** Either you or we may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination for cause by you, we shall refund you any prepaid fees covering the remainder of the Initial Term, or Renewal Term (as applicable), after the effective date of termination. Upon any termination for cause by us, you shall pay any unpaid fees covering the remainder of the Initial Term, or Renewal Term (as applicable), after the effective date of termination. Termination for cause will not preclude the non-breaching party from exercise any other rights or remedies permitted by law.

### 6. OWNERSHIP RIGHTS.

**(a) What's Ours.** We reserve all rights, title and interest in and to our Services, including all related intellectual property (defined to mean all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, licenses and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world). No rights are granted to you hereunder other than as expressly set forth in this Agreement. We alone shall own all rights, title and interest, including all related intellectual property, in and to our Services, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our products or services. The Agreement is not a sale and does not convey to you any rights of ownership in or related to our Services or other services, including but not limited to, the Software and Application Server.

**(b) What's Yours.** As between you and us, you will retain all rights, title and interest in and to any content created by you and posted to your site using our Services ("Your Data"). You grant to us a nonexclusive license to use, copy, store, modify and display Your Data to the extent necessary to provide our Services to you. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all of Your Data, and we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Your Data. We reserve the right to withhold, remove and/or discard Your Data without notice for any breach, including without limitation, your non-payment of our fees. Upon termination for any reason, your right to access or use Your Data immediately ceases, and we shall have no other obligation to maintain or forward Your Data.

**7. RECORD KEEPING; CLIENT OFF-BORADING.** We will maintain a copy of the records, books, files and other data, as specified in the Agreement and in such detail as shall properly substantiate claims for payment, for a minimum of one (1) year beginning on the first day after the Agreement is properly terminated, or for such longer period as may be necessary for the resolution of any dispute, negotiation, audit, or other inquiry involving the Agreement. You shall have access to your Client Content and End User Data for the duration of the Term, subject to any applicable terms and conditions of the Agreement. Upon proper termination of the Agreement, you will have 30 days to download Client Content and End User Data to your systems or servers. On the 31<sup>st</sup> day after termination, it will be our choice about whether to continue storing your data at our cost or deleting it subject to applicable law.

**8. GRANT OF MARKS.** You hereby grant us a non-exclusive, nontransferable, paid-up, worldwide license to use your marks solely in conjunction with websites and mobile applications which shall, in part, promote your products and services and which services shall reside on your website deploying our servers or such other mirror site servers as we shall approve. You reserve any and all rights not expressly and explicitly granted in the Agreement, including your right to inspect and approve our manner or use of the marks and to authorize or license use of the marks or any other trademarks to any third party for use in connection with any goods and services. We hereby acknowledge that you are the owner of the marks, we will do nothing inconsistent with such ownership and agree that all use of the marks by us shall inure to your benefit. We agree that nothing in the Agreement shall give us any right, title or interest in the marks other than the right to use the marks consistent with the Agreement. The PrestoSports name and logo are trademarks of Ciubessential, LLC and no right or license is granted to use them.

**9. CONFIDENTIALITY.**

(a) **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data. Our Confidential Information shall include our Software, the Application Server, our documentation (including this Agreement and all attached exhibits), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without the breach of any obligation owed to the Disclosing Party.

(b) **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but no less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement.

(c) **Protection of Your Data.** Without limiting the above, we shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (i) modify Your Data; (ii) disclose Your Data except as compelled by law or as expressly permitted in writing by you; or (iii) access Your Data except to provide our services or prevent or address service or technical problems, or at your request in connection with customer support matters.

**10. WARRANTIES AND DISCLAIMERS. OUR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR EFFOR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM (FOR OURSELF AND OUR AFFILIATES) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO OUR SERVICES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. EXCEPT AS MAY BE SET FORTH IN A SEPARATE SERVICE LEVEL AGREEMENT, YOUR EXCLUSIVE REMEDY FOR ANY REPORTED DEFECT IN OUR SERVICES WILL BE FOR US TO PROVIDE ACCESS TO REPLACEMENT SOFTWARE WITHIN A REASONABLE TIME.**

**11. MUTUAL INDEMNIFICATION.**

(a) **Indemnification by Us.** We shall defend you against any claim, demand, suit, or proceeding ("Claim") made or brought against you by a third party alleging that your use of our Services infringes or misappropriates the intellectual property rights of a third party, and shall indemnify you for any damages finally awarded against, and for reasonable attorneys' fees incurred by, you in connection with any such Claim; provided, that you (i) promptly give us written notice of the Claim; (ii) give us sole control of the defense and settlement of the Claim (provided that we may not, without your prior approval, settle any Claim unless the settlement unconditionally releases you of all liability); and (iii) provide to us all reasonable assistance, at your expense.

(b) **Indemnification by You.** You shall defend us against any Claim made or brought against us by a third party alleging that Your Data, or your use of our Services, infringes or misappropriates the intellectual property rights of a third party, or violates applicable law, and shall indemnify us for any damages finally awarded against, and for reasonable attorneys' fees incurred by, us in connection with any such Claim; provided, that we (i) promptly give you written notice of the Claim; (ii) give you sole control of the defense and settlement of the Claim (provided that you may not, without our prior approval, settle any Claim unless the settlement unconditionally releases us of all liability); and (iii) provide to you all reasonable assistance, at your expense.

(c) **Exclusive Remedy.** This Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

**12. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER LICENSOR, NOR ANY MEMBER OF OUR TEAM, SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES, OR THIS AGREEMENT, EVEN IF THEY ARE BASED ON NEGLIGENCE OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ANY DAMAGES BE MORE THAN THREE MONTHS OF FEES PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR YOUR RELATIONSHIP WITH LICENSOR, MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED.**

**13. NOTICES; GOVERNING LAW; JURISDICTION.**

(a) **General.** Who you are contracting with, to whom you should direct notice, what law will apply in any lawsuit arising out of the Agreement, and which court can adjudicate such lawsuit are as follows:

Who you are contracting with:	Clubessential, LLC
Legal notices should be sent to:	Subject Line: Legal Notice Jonathan Hill, Esq. General Counsel jhill@clubessential.com
The governing law is:	Ohio
The courts having exclusive jurisdiction are:	State courts of Hamilton County, Ohio, or the U.S. District Court for the Southern District of Ohio, as applicable.

**(b) Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to you shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.

**(c) Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

**(d) Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

#### 14. DISPUTE RESOLUTION.

**(a) Negotiation.** Each party will attempt, in good faith, to resolve any dispute arising out of or relating to the Agreement promptly by negotiation between executives who have the authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above (the "First Meeting"). Such closure shall not preclude continuing or later negotiations, as desired. All offers, promises, conduct and statements, whether written or oral, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law, or by agreement of the Parties. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the dispute resolution procedures specified herein are pending and for 15 calendar days thereafter.

**(b) Non-Binding Mediation.** If the matter cannot be resolved by negotiation, then the Parties agree to submit the dispute to non-binding mediation prior to filing any civil action. Non-binding mediation shall be considered a condition precedent to the filing of any lawsuit under the Agreement.

#### 15. GENERAL PROVISIONS.

**(a) Independent Contractor Relationship.** Our legal relationship to you is that of an independent contractor. This Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.

**(b) Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; (ii) you shall not permit users to access or use the Software or Application Server in violation of any U.S. export embargo, prohibition or restriction; and (iii) you will not export, re-export, divert, transfer or disclose any portion of the Licensor's products or services, or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

**(c) Third Party Applications and Your Data.** If you enable or install any third-party application for use with our Services, you acknowledge that we may allow providers of those third-party applications to access Your Data as required for the interoperability of such third-party application and our Services. We shall not be responsible for any disclosure, modification or deletion of Your Data from any such access by third-party application providers.

**(d) No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**(e) Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any rights under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive, of any other remedies of a party at law or in equity.

**(f) Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**(g) Survival.** Section 6 (Ownership Rights), Section 8 (Confidentiality), Section 9 (Warranties and Disclaimers), Section 10 (Mutual Indemnification), Section 11 (Limitation of Liability); Section 12 (Notice; Governing Law, Jurisdiction); and Section 13 (Dispute Resolution) shall survive any termination of this Agreement.

**(h) Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**(i) Headings.** The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

**(j) Entire Agreement.** This Agreement, including all exhibits and addenda hereto, and all Services Agreements, as amended from time to time, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendments, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions of this Agreement and any exhibit or Services Agreement, the terms of such exhibit or Services Agreement shall prevail.

ACCEPTED BY LICENSEE: Initials: \_\_\_\_\_

**EXHIBIT  
B**

**ACCEPTABLE USE POLICY**

This Acceptable Use Policy sets forth our policies relating to the types of content that you may upload to your website when using our Services. We reserve the right to remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy. We will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of our Services.

**PLEASE NOTE!** Your violation of this Acceptable Use Policy may result in the suspension or termination of either your access to the Services and/or your account, or other actions as detailed in the PrestoSports Services Agreement (the "Services Agreement"), as applicable, or Terms of Service, in the absence of a signed Services Agreement.

**1. ACCEPTABLE USE POLICY.** The following constitute violations of this Acceptable Use Policy:

- Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sexual content, or extreme violence.
- Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- Using the Services to harm, or attempt to harm, minors in any way.
- Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.
- Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."
- Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Licensor or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- Reselling the Services without the prior written authorization of Licensor.
- Using the Services to send (unsolicited commercial email) spam
- Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

**2. REPORTING PROCEDURE.** If you believe there has been a violation of this Acceptable Use Policy, please report it to us immediately.

By Email	By Phone
<a href="mailto:support@prestosports.com">support@prestosports.com</a>	(301) 656-6504

\*\* We reserve the right to revise, amend or modify this Acceptable Use Policy at any time and in any manner by providing you with a written notice of such changes.

## SERVICES LEVEL AGREEMENT

This Service Level Agreement for PrestoSports ("PrestoSports SLA") sets forth the details regarding the level of service and technical support that apply when your account is in good financial standing. This PrestoSports SLA expressly incorporates all terms, conditions and definitions described in the PrestoSports Services Agreement (the "Services Agreement"), as applicable, and/or the Terms of Services (in the absence of a signed Services Agreement).

### 1. DOWNTIME

For purposes of this PrestoSports SLA, a Unit of Downtime is one period of at least one (1) hour during which access to your website using our Services is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of our reasonable control, (ii) problems resulting from any actions or inactions by you or any third party, (iii) problems resulting from your equipment and/or third-party equipment not within our sole control, or (iv) network unavailability during scheduled maintenance of our network and/or web servers.

In any calendar month, we guarantee that Downtime will not exceed four (4) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 2 am EST and 8 am EST.

If Downtime exceeds four (4) Units of Downtime in any calendar month, we will, upon your written request, credit your account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.

To receive Downtime Credit, you must request such credit by sending an email to [support@prestosports.com](mailto:support@prestosports.com) within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7) Downtime Credits. Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in our final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to you within thirty (30) days of the expiration of our agreement with you.

### 2. TECHNICAL SUPPORT

A member of our technical support staff shall provide "Technical Support" over toll-free telephone lines and email support from 9:00 am EST to 8:00 pm PST Monday through Saturday (our "Core Support Hours"), and outside of Core Support Hours on an emergency basis by calling our support hot line which is staffed by a team that has the appropriate escalation procedures to respond (our "Hot Line Support"). Hot Line Support is for emergencies such as (i) any malfunction of the Services that materially prevents you from performing normal business functions; (ii) any outage of the Services; and/or (iii) c) a need for support information, the lack of which would materially prevent you from performing normal business functions before regular business hours resume.

Our customer support includes answering questions regarding the use of our Services; assistance changing the configuration of the Software and/or Application Server; occasional one-on-one training in proper use of our Services; and providing standard education classes. Our customer support does not include conducting custom education classes; conducting custom education onsite; providing remote or onsite consultation; creating new designs or artwork; or performing front-end development or programming.

### 3. SUPPORT CONTACT INFORMATION

You may contact our technical support help desk:

By Email	By Phone
<a href="mailto:support@prestosports.com">support@prestosports.com</a>	(301) 866-5504

We may, from time to time, add new channels for you to contact the help desk and will make such information known to you through our website: [www.prestosports.com](http://www.prestosports.com).

## WEBSITE ACCESSIBILITY NOTICE

We are committed to assisting you promote and offer accessible products. This includes designing websites to be as inclusive as possible so that you have the opportunity to offer generated content that is accessible to all of your users.

At your option, we will implement website accessibility criteria set forth in the Accessibility Conformance Report<sup>1</sup> that "Support" Web Content Accessibility Guidelines 2.0 ("WCAG 2.0") at the cost set forth in the Pricing Agreement. A criterion "Supports" WCAG 2.0 when the functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation. A criterion "Supports with Exceptions" when some functionality of the product does not meet the criterion.

You acknowledge that implementation and accessibility of the foregoing criteria may require additional action by you. Conformance of all criteria is subject to the limitations and exceptions set forth in the Accessibility Conformance Report. It is your responsibility to upload accessible content. We cannot control, nor are we responsible, for any content that is uploaded or modified on the website by you.

Upon your election, we will use commercially reasonable efforts to implement the website accessibility criteria that "Support" WCAG 2.0 as provided in the Accessibility Conformance Report. In the event that you assert that we did not meet any accessibility standard, including WCAG 2.0, we will work with you to attempt to address concerns, however additional fees may apply. While implementing the accessibility features will improve the accessibility of the website, we do not guarantee or warrant the accessibility of our Software, that all WCAG 2.0 accessibility requirements have been met, or that our Services otherwise comply with WCAG 2.0, Section 508 of the Rehabilitation Act, the Americans with Disabilities Act, or any applicable federal or state laws or regulations relating to accessibility for persons with disabilities. We shall not be liable for loss or damage to you or any user of your website as a result of inaccessibility of our products or services, or our failure to comply with the foregoing standards or applicable law relating to accessibility for persons with disabilities.

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<sup>1</sup> The Accessibility Conformance Report is incorporated herein by reference. Licensor will maintain the Accessibility Conformance Report at <http://support.prestosports.com/customer/portal/articles/2905089-prestosports-accessibility-conformance-report> with a current list of supported and non-supported criteria.



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College  
Academic Affairs

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Renewal of Memorandum of Understanding between Rancho Santiago Community College District (RSCCD) and Unity Middle College High School (UMCHS)	
Action:	Request for Approval	

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

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

**ANALYSIS:** This is an annual renewal to the MOU between RSCCD and UMCHS. This is the 3<sup>rd</sup> year of the 5 year contract being presented to the board meeting as an annual renewal with modifications. Listed below are the modifications that have been made:

- Page 8: 10; Revised student fees statement
- Page 9: 13; Inserted item related to the SCC Student Health and Wellness services and consent form.

**RECOMMENDATION:** It is recommended that the RSCCD Board of Trustees approve the annual renewal of the MOU with modifications between RSCCD and UMCHS.

Fiscal Impact:	Apportionment	Board Date: May 28, 2019
Prepared by:	Jennifer Coto, Ed.D., Interim Dean, Enrollment and Support Services Marilyn Flores, Ph.D., Vice President, Academic Affairs	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

## MEMORANDUM OF UNDERSTANDING

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

### **RECITALS:**

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

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

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

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

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

7. Students.

- 7.1 Students enrolled in the MCHS shall be considered full-time high school students of UNITY and, to the extent that they enroll in community college course work, as special part-time community college students of SCC. MCHS students may take a maximum of 11 units of college course work per semester. MCHS students may not enroll in Honors classes unless they met the Honors entrance requirements and obtain prior approval from the high school administrator and the SCC administrator.
- 7.2 Student enrollment in the MCHS shall be subject to all relevant statutes and regulations of the state of California including, but not limited to, the provisions of the Education Code 66025.8 and 66025.9; and Title 5 sections 58106 and 58108, which governs secondary students. As special part-time students of the college, MCHS students shall be assigned enrollment priority pursuant to Rancho Santiago Community College District BP 5055 and AR 5055.

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

- 7.3 Per SB 379, 9th and 10th grade students enrolled in the MCHS shall take at least 80% of the annual high school instructional time in a fiscal year at the charter school site if participating in dual enrollment. MCHS students enrolled in grades 11 or 12 who are also dually enrolled at SCC or another college must attend the charter school for a minimum of 50% of the minimum number of minutes of instruction the charter school is required to offer in a fiscal year.
- 7.4 All students shall be identified by MCHS prior to enrollment in college coursework at SCC. MCHS counselors, teachers, and administrators participate in the identification, screening, and support of MCHS students enrolled in college courses each semester.

Each student and his or her parents or legal guardian shall sign a Dual Enrollment MCHS Student/Parent Handbook Agreement acknowledging their receipt of the Handbook and acceptance of the

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

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

## 8. Student Records

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

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

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

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

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

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

- 9.3 Teacher/Instructor: The UNITY teacher will fulfill the job description for UNITY teacher; follow California Education Codes and UNITY Board Policies. In addition, teachers will maintain cooperative relationships with SCC personnel and follow SCC rules and regulations. The SCC instructor will fulfill the job description for SCC instructor; follow California Education Codes, has met the minimum qualifications for instruction in the approved course discipline(s) as specified by the California Community Colleges Chancellor's Office and SCC Board Policies. In addition, instructors will maintain cooperative relationships with UNITY personnel and follow SCC rules and regulations. The majority of college-level courses will be taught and offered at SCC. UNITY will offer secondary education program courses at its site.

- 9.4 UNITY and SCC share responsibility for evaluating the MCHS annually in order to make adjustments as necessary to ensure the viability of the MCHS.

- 9.5 SCC shall be responsible for the following:

9.5.1 Assign an administrator to administer the college portion of the MCHS program and to act as a liaison with MCHS Administrator.

9.5.2 Utilize existing college personnel to provide routine services and access equivalent to that provided to all students.

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

behavior of the MCHS students and alleged violations of college rules and policies.

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



student access to SCC courses (i.e., personal care attendant or assistive technology device) in accordance to Section 504 or ADA. \*Student/s is limited to those students who are dually enrolled in UNITY and SCC through UNITY's agreement. MCHS students requiring disability-related accommodations will follow college procedures for having them authorized by SCC DSPS. SCC DSPS will collaborate with UNITY to ensure accommodations for MCHS students are properly implemented.

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

9.7 SCC and UNITY shall jointly be responsible for the following:

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

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

10. MCHS Funding. UNITY and SCC shall not share any funding or revenue based upon student attendance at MCHS. UNITY shall receive state average daily attendance funding as an alternative school based upon a SB 379 minimum instructional day. SCC shall receive all apportionment for the community college classes attended by students outside their SB 379 instructional minute requirement. UNITY will be responsible for paying the mandatory health fee, representation fee, transportation fee and student life and leadership fee (optional) for only UNITY students taking classes at SCC site. SCC will make every attempt to identify other sources of funding to assist in sponsoring student fees upon mutual agreement.

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

12. Emergency Preparedness: UNITY and SCC will work collaboratively to develop and implement a protocol on how emergencies will be addressed for MCHS students. These protocols will be included in the Dual Enrollment Student/Parent Handbook and include access to the SCC Health Center.
13. SCC Student Health Services: UNITY minor students are exempt from receiving Psychological treatment from the SCC Student Health and Wellness Center. In addition, parents of UNITY students will complete and sign a treatment authorization form in order for the UNITY student to receive treatment during an emergency.
13. Notice. Any notice required or permitted under this agreement shall be deemed given when actually delivered or when deposited in the mail addressed as follows:

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

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

14. Term of Agreement:

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

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

15. Arbitration. If the parties are unable to resolve any dispute of difference between the Parties within fourteen (14) days, or a longer period if both Parties agree in writing, the dispute or difference shall only be decided through binding arbitration in accordance with the current rules of the American Arbitration Association at the time of the dispute. No arbitration may include any person or Party other than UNITY, SCC, and any other person who is substantially involved in a common question of law or fact and whose presence is required to accord complete relief in the arbitration. The arbitrator's or arbitrators' award shall be final and judgment may be entered upon it in accordance with the applicable law in any court which has jurisdiction. A Party demanding arbitration shall file a demand notice with other Party and the American Arbitration Association within reasonable time. No Party may demand arbitration after the date that legal or equitable proceedings of such claim or dispute would be barred by the applicable statute of limitations.
16. Assignment. Neither Party shall sell, assign, or sublease its rights under this agreement without the prior written consent of the other Party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
17. Mutual Indemnification. Each Party agrees to hold harmless, defend and indemnify the other Party against all actions, claims or demands arising out of acts or omissions on the part of the indemnifying Party, except to the extent that such actions, claims or demands are the result of the acts or omissions of the other (non-indemnifying) Party.
18. Entire Agreement. This Agreement is fully integrated. UNITY and SCC intend this Agreement to be the final expression of their understanding with respect to the subject matter and as a complete and exclusive statement of the terms and conditions. This Agreement shall supersede all oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement.
19. Waiver and Severability Clause. One or more waivers of any term condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

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

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

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

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

Address: 8045 East Chapman  
Orange, CA 92869

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

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

Address: 1937 West Chapman Avenue  
Orange, CA 92868

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Agreement between Rancho Santiago Community College District (RSCCD), on behalf of Santiago Canyon College (SCC), and Pacific Clinics' Recovery Education Institute (REI)	
Action:	Request for Approval	

**BACKGROUND**

Pacific Clinics' Recovery Education Institute (REI), in Orange County, is a training institute focused on higher education specifically geared toward individuals with mental illness lived experience and their family members. REI provides a wide array of educational training services that support REI-enrolled students to advance their education, as well as assist them to successfully transition to other educational settings.

**ANALYSIS**

The attached Agreement between RSCCD, on behalf of SCC, and REI outlines procedural guidelines and responsibilities for each institution. Santiago Canyon College will provide academic credit courses through contract education (non-apportionment) to Pacific Clinics' Recovery Education Institute students located at the REI facility, 401 South Tustin Avenue, Orange, California, 92866.

The Agreement covers the period of July 1, 2019 through June 30, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Agreement between Rancho Santiago Community College District (RSCCD), on behalf of Santiago Canyon College (SCC), and Pacific Clinics' Recovery Education Institute (REI).

Fiscal Impact:	Revenue, not to exceed \$45,000.00	Board Date: May 28, 2019
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	

**AGREEMENT FOR PROVISION OF  
RECOVERY EDUCATION INSTITUTE SERVICES  
BETWEEN SANTIAGO CANYON COLLEGE  
AND PACIFIC CLINICS  
2019-2020 Academic Year**

THIS AGREEMENT, entered into this **1st day of July, 2019** which date is enumerated for purposes of reference only, is by and between **Pacific Clinics**, hereinafter referred to as "PROVIDER," and **Rancho Santiago Community College District on behalf of Santiago Canyon College**, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Recovery Education Institute Services to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with CONTRACTOR, for the provision of Educational Courses for college credit described herein to the residents of Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. ALTERATION OF TERMS**

- A. This Agreement, together with Exhibits A, B, attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and CONTRACTOR with respect to the subject matter of this Agreement.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of, the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in writing and formally approved by PROVIDER, CONTRACTOR.

**2. COMPENSATION**

- A. PROVIDER shall compensate CONTRACTOR, per semester, in arrears, actual costs of services provided as identified herein, according to the cost of each individual course up to a maximum obligation of \$45,000.00, as referenced in Exhibit B, and any additional costs incurred by the college to accommodate the instructional needs of students with Verified Special Needs/Disabilities (DSPS), for whom the college must provide accommodations as referenced in Exhibit A, up to a maximum obligation of \$10,000.00. Provider will determine when any portion of the unspent funds may be used for additional classes/units to be added under the same terms without further negotiation, as determined by Recovery Education Institute.

- B. CONTRACTOR shall receive no compensation for the services provided pursuant to this Agreement, except as set forth in Exhibit B to this Agreement.
- C. The obligation of PROVIDER under this Agreement, is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give CONTRACTOR written notification of such termination as specified in the Termination Paragraph of this Agreement. Notice shall be deemed served on the date of mailing.
- D. PROVIDER and CONTRACTOR may mutually agree, in writing, to modify the Compensation Paragraph of this Agreement.

### **3. COMPLIANCE**

- A. COMPLIANCE PROGRAM - COUNTY has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
  - 1. PROVIDER has the option to adhere to COUNTY's Compliance Program or establish its own provided it has been approved and accepted by COUNTY's Compliance Officer.
  - 2. PROVIDER shall ensure that CONTRACTOR is made aware of the Compliance Program and Code of Conduct approved by COUNTY's and relevant policies and procedures relating to the Compliance Program, which is located at the following website:  
<http://www1.ochca.com/ochealthinfo.com/training/compliance/>.
  - 3. PROVIDER shall make Compliance Training, approved by COUNTY, available to CONTRACTOR. Such training shall be made available to SUBCONTRATOR within thirty (30) calendar days of employment or engagement, and annually thereafter.
  - 4. Upon approval of PROVIDER's Compliance Program by COUNTY's Compliance Officer, CONTRACTOR shall ensure that its employees, Contractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.
- B. CONTRACTOR's personnel shall hold and maintain during the performance of this Agreement any and all applicable licenses, permits, and/or certificates necessary for performance of the services under this Agreement, and shall comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as with all CONTRACTOR'S policies, rules, and procedures in the performance of the services under this Agreement. Per Education Code Sections 87013 and 88024, all permanent employees of CONTRACTOR shall be fingerprinted within ten working days of employment. In addition, all CONTRACTOR'S part-time instructors shall also be fingerprinted within ten working days of employment.

### **4. CONFIDENTIALITY**

- A. CONTRACTOR shall agree to maintain the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and COUNTY codes and regulations, as they now exist or may hereafter be amended or changed.
  - 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients, and family members of clients, of the COUNTY Mental Health services system, and therefore it may be necessary for authorized staff of COUNTY and/or PROVIDER to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil Code, Division 1, Part 2.6 relating to confidentiality of medical information.
  3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.
- B. CONTRACTOR agrees to implement administrative, physical and technical safeguards, that reasonably and appropriately protect the confidentiality integrity, and availability of all confidential information that it creates, receives maintains or transmits. CONTRACTOR shall provide PROVIDER with information concerning such safeguards.
  - C. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, in violation of the applicable state and federal regulations regarding confidentiality. CONTRACTOR shall report to PROVIDER any issues regarding confidentiality.

## **5. EMPLOYEE ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-Contractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, sub-Contractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, Contractors and consultants for the period prescribed by the law.

## **6. CONFLICT OF INTEREST**

- A. The parties hereto acknowledge that CONTRACTOR may be affiliated with one or more organizations or professional practices located in Orange County. CONTRACTOR warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. Except as specified in the Services Paragraph of this Agreement, CONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.
- B. CONTRACTOR, while providing services under this Agreement, shall not refer consumers or accept consumer referrals to his or her private practice or for any professional clinical services.

## **7. DELEGATION AND ASSIGNMENT**

CONTRACTOR may not delegate the obligations or assign the rights hereunder, either in whole or in part without prior written consent of PROVIDER and ADMINISTRATOR. This Agreement shall not terminate or alter the responsibilities of PROVIDER to COUNTY to assure that all activities and provisions described in COUNTY's Agreement with PROVIDER shall be carried out.



## **8. INDEMNIFICATION**

- A. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- B. In the event CONTRACTOR provides services at the PROVIDER's facility, CONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and COUNTY safety and health regulations.

## **9. INSPECTIONS AND AUDITS**

- A. PROVIDER, COUNTY, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial, medical and client records of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. AUDIT RESPONSE
  - 1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and COUNTY in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or COUNTY.
  - 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.
- D. CONTRACTOR shall forward to PROVIDER and COUNTY a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations,

whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

#### **10. LICENSES AND LAW**

- A. CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. CONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.
- B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided herein, as any may now exist or be hereafter amended or changed.

#### **11. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

- A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by PROVIDER and COUNTY before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the internet.
- B. Any advertisement through radio, television broadcast or the internet for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by PROVIDER and ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other public available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to PROVIDER and COUNTY upon reasonable notice. CONTRACTOR shall inform PROVIDER and COUNTY of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use P&P as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by PROVIDER and COUNTY.
- D. Any information as described in the Literature, Advertisement, and Social Media Paragraph of this Agreement shall not imply endorsement by PROVIDER or COUNTY, unless PROVIDER and COUNTY consent thereto in writing.

#### **12. NOTICES**

Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

- A. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of the Agreement or as otherwise directed by COUNTY and/or PROVIDER;
- B. When faxed, transmission confirmed;
- C. When sent by Email; -or

- D. When accepted by United States Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

### **13. PAYMENTS**

- A. PROVIDER shall pay CONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed CONTRACTOR'S Maximum Obligation as referenced in the Compensation Paragraph of this Agreement; and provided further, CONTRACTOR'S costs are reimbursable pursuant to COUNTY, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental invoices for any month that has not been fully paid.
- B. CONTRACTOR'S invoices shall be on a form approved or supplied by PROVIDER and provide such information as is required by PROVIDER. Payments are interim payments only, and subject to final settlement in accordance with the Expenditure Report Paragraph of this Agreement. Invoices are due at the end of each semester/term as noted in Exhibit B. Invoices received after the due may not be paid within the same month. Payments to CONTRACTOR should be released by PROVIDER no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.
- C. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.

PROVIDER and CONTRACTOR may mutually agree, in writing, to modify the Payments Paragraph of this Agreement.

### **14. RECORDS MANAGEMENT AND MAINTENANCE**

- A. SUBCONTRACTOR, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:
  - 1. California Code of Regulation Title 22, §§7075 1(c), 7155 1(c), 73543(a), 7473 1(a), 75055(a), 75343(a), and 77143(a).
  - 2. State of California, Health and Safety Code§123145.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of Protected Health Information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.
- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain patient records and must establish and implement written record management procedures.
- D. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.
- E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.
- F. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR

shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

- G. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.
- H. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- I. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the COUNTY.
- J. If CONTRACTOR is unable to meet the record location criteria above, PROVIDER and COUNTY may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- K. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the COUNTY.
- L. CONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide PROVIDER and COUNTY all information that is requested by the PRA request.

#### **15. REPORTS**

- A. CONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER. Fiscal and/or programmatic reports required include invoice, income statement, labor distribution, benefits allocation, and other documents as agreed upon by CONTRACTOR and PROVIDER and shall be submitted by the 15th of each following month.
- B. Additional Reports: Upon PROVIDER's request, CONTRACTOR shall make such additional reports available, as required by PROVIDER concerning CONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for CONTRACTOR to respond.
- C. CONTRACTOR and PROVIDER may mutually agree, in writing to modify the Reports Paragraph of this Agreement.

#### **16. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide Educational Advancement Related Courses services to PROVIDER for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A and Exhibit B of this Agreement.

#### **17. SPECIAL PROVISIONS**

- A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
  - 1. Making cash payments to intended recipients of services through this Agreement.
  - 2. Lobbying any governmental agency or official or making political contributions.  
CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C., §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
  - 3. Supplanting current funding for existing services.

4. Fundraising.
  5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
  6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
  7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, Contractors, and members of the Board of Directors or its designee or authorized agent or making salary advances or giving bonuses to CONTRACTOR's staff.
  8. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
- B. Unless otherwise specified in advance and in writing by PROVIDER and COUNTY, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
  2. Providing inpatient hospital services or purchasing major medical equipment.
  3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
  4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for PROVIDER's clients.
  5. Funding travel or training (excluding mileage or parking).
  6. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
  7. Payment for grant writing, consultants, certified public accounting, or legal services.
  8. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

#### **18. STATUS OF SUBCONTRACTOR**

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

#### **19. TAX LIABILITY**

CONTRACTOR shall report all income and pay all applicable federal, state and local income taxes or similar levies as a result of any monies paid CONTRACTORs pursuant to this Agreement. CONTRACTOR shall indemnify, defend and hold PROVIDER and COUNTY harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from

PROVIDER or COUNTY any such monies , penalties, and/or interests imposed resulting from any failure of CONTRACTOR s to comply with the provisions of this paragraph.

## **20. TERM**

The term of this Agreement shall commence on July 1, 2019 or the execution date and terminate no later than June 30, 2020; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

## **21. TERMINATION**

- A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.
- B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.
- C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:
  - 1. The loss by CONTRACTOR of legal capacity.
  - 2. Cessation of services.
  - 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
  - 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
  - 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
  - 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
  - 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.
- D. CONTINGENT FUNDING
  - 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
    - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY's expenditures, and
    - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
  - 2. In the event such funding is subsequently reduced or terminated, PROVIDER may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If PROVIDER elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- E. In the event this Agreement is terminated by either party, after receiving a Notice of Termination CONTRACTOR shall do the following:
  - 1. Comply with termination instructions provided by PROVIDER in a manner which is consistent with recognized standards of quality care and prudent business practice.
  - 2. Obtain immediate clarification from PROVIDER of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.
  4. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of PROVIDER.
- F. The rights and remedies of PROVIDER provided in this Termination Paragraph of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

## **22. WAIVER OF DEFAULT OR BREACH**

Waiver by PROVIDER of any default or breach by CONTRACTOR shall not be considered waiver of any subsequent default or breach. Waiver by PROVIDER of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of the Agreement.

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

Signature & Date

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

Name Organization:

Rancho Santiago Community College District on behalf of Santiago Canyon College

Address:

2323 North Broadway Santa Ana, CA 92706

Signature & Date

\_\_\_\_\_  
Kris Giordano  
Executive Vice President

Name of Organization: Pacific Clinics

Address:

800 South Santa Anita Avenue Arcadia, CA 91006  
(626) 254-5000



**Exhibit A**

To the Agreement for Provision of

**Educational Advancement College Credit Courses Services**

Between

**Pacific Clinics**

And

**Rancho Santiago Community College District on behalf of Santiago Canyon College**

**2019-2020 Academic Year**

CONTRACTOR shall provide the following services in accordance with the terms and conditions pursuant to the Agreement between PACIFIC CLINICS and Santiago Canyon College:

**TYPES OF SERVICES: Educational Advancement College Credit Courses**

CONTRACTOR will ensure its employees of the Recovery Education Institute (REI) Program Agreement provide the following services in accordance with the terms and conditions pursuant to the Agreement between the COUNTY and PROVIDER:

Santiago Canyon College will:

- 1) Provide the mutually agreed upon college credit course(s) for the Fall, Spring, and Summer academic semesters beginning on July 1, 2019.
- 2) Provide college Faculty who meet state minimum qualifications to teach the agreed upon course(s) at the REI Campus.
- 3) Provide College credit courses to up to (30) REI students, per credit course, per semester. Students must be residents of Orange County.
- 4) Initiate a facilitated enrollment process for REI students that does not require Matriculation fees or any other student fees (optional health, student ID fees may be considered), exclusive of textbooks and classroom material fees.

Pacific Clinics will:

- 1) Pay Santiago Canyon College a flat fee per course as follows:
  - a. \$2,000.00 for courses with 18 hours of instruction;
  - b. \$3,500.00 for courses with 36 hours of instruction;
  - c. \$5,000.00 for courses with 54 hours of instruction;
  - d. \$6,500.00 for courses with 72 hours of instruction; and
  - e. \$8,000.00 for courses with 90 hours of instruction, during any instructional term for the 2019-2020 Academic Year.
- 2) Adhere to Santiago Canyon College's Academic schedules.

- 3) REI to cover any additional costs incurred by the college to accommodate the instructional needs of students with Verified Special Needs/Disabilities (DSPS), for whom the college must provide accommodations, up to a maximum obligation of \$10,000, to be amended if additional accommodations are required for Santiago Community College to comply with ADA Section 4 legal requirements. Provider will determine when any portion of the unspent funds may be used for additional classes/units to be added under the same terms without further negotiation, as determined by REI.
- 4) Coordinate collaborative meetings on a regular basis (or as needed) with Santiago Canyon College's Designee to ensure continued quality and seamless educational services provided to REI and Santiago Canyon College students.

Additional contract details:

There will be a registration/enrollment/assessment for course placement process for REI students jointly coordinated by Pacific Clinics and Santiago Canyon College designated staff.

**EXHIBIT B**

2019-2020 Academic Year

**I. BUDGET**

**Santiago Canyon College**

Cost per course:

- a. **\$2,000.00** for courses with **18** hours of instruction;
- b. **\$3,500.00** for courses with **36** hours of instruction;
- c. **\$5,000.00** for courses with **54** hours of instruction;
- d. **\$6,500.00** for courses with **72** hours of instruction; and
- e. **\$8,000.00** for courses with **90** hours of instruction

Number of Students:                      Up to 30

Number of units per course:        1-5

**Total:**                                      **Not to exceed \$45,000**

**II. COURSE DESCRIPTIONS**

**2019-20-TBD from Santiago Canyon College Course Catalog**

The courses offered by Santiago Canyon College are mutually identified and selected and may be applicable toward a college degree or certificate, depending on the course.

**III. JOB DESCRIPTIONS**

Link on Santiago Canyon College site for job descriptions located at:  
<http://www.rscdd.edu/Employment/Pages/Employment.aspx>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To: Board of Trustees	Date: May 28, 2019
Subject: Approval of Designated Representative to Serve as Official RSCCD Representative on the Rancho Santiago Adult Education Consortium for the 2019-20 Fiscal Year	
Action: Request for Approval	

**BACKGROUND**

The 2015-2016 State Budget included a \$500 million Adult Education Block Grant (AEBG) to be allocated among regional consortia comprised of representatives from community college districts, K-12 districts, and other organizations that serve a role in adult education (each consortium was defined by the boundaries of a community college district). AB 104 authorizes a community college district to join the local adult education consortium as a member and states that a member of the consortium shall be represented only by an official designated by the governing board of the member.

**ANALYSIS**

An official representative on the Rancho Santiago Adult Education Consortium is necessary to ensure that the Rancho Santiago Community College District has a full voice in the decision making process to implement the local adult education plan supported by the California Adult Education Program. Dean of Instruction and Student Services, Dr. Joanne Armstrong, is well versed about the instructional programs and student support services that are authorized in AB 104.

**RECOMMENDATION**

It is recommended that the RSCCD Board of Trustees approve Dr. Joanne Armstrong, Dean of Instruction and Student Services (SCC Continuing Education), to serve as the official District Representative on the Rancho Santiago Adult Education Consortium from July 1, 2019 through June 30, 2020.

Fiscal Impact: None	Board Date: May 28, 2019
Item Prepared by: Jose Vargas, Vice President, Continuing Education	
Item Submitted by: John C. Hernandez, Ph.D., President	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Comm Coll District

Board Meeting of 05/28/19

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 05/01/19 Thru 05/14/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67085	General Fund Unrestricted	0.00	133.26	-133.26	92*0515389	92*0515391
67111	General Fund Unrestricted	0.00	515.20	-515.20	92*0515897	92*0515897
67263	General Fund Unrestricted	0.00	299.00	-299.00	92*0518205	92*0518205
67310	General Fund Unrestricted	0.00	33.71	-33.71	92*0518912	92*0518912
67331	General Fund Unrestricted	0.00	16,524.00	-16,524.00	92*0519211	92*0519211
67339	General Fund Unrestricted	398.52	0.00	398.52	92*0519285	92*0519301
67344	General Fund Unrestricted	4,511.89	0.00	4,511.89	92*0519307	92*0519322
67345	General Fund Unrestricted	42,221.07	0.00	42,221.07	92*0519325	92*0519368
67349	General Fund Unrestricted	5,013.24	0.00	5,013.24	92*0519387	92*0519405
67351	General Fund Unrestricted	7,233.91	0.00	7,233.91	92*0519410	92*0519410
67356	General Fund Unrestricted	40,533.65	0.00	40,533.65	92*0519422	92*0519438
67357	General Fund Unrestricted	16,755.75	0.00	16,755.75	92*0519439	92*0519467
67358	General Fund Unrestricted	2,903.13	0.00	2,903.13	92*0519468	92*0519478
67359	General Fund Unrestricted	133.26	0.00	133.26	92*0519501	92*0519503
67360	General Fund Unrestricted	17,444.75	0.00	17,444.75	92*0519504	92*0519515
67361	General Fund Unrestricted	8,757.40	0.00	8,757.40	92*0519516	92*0519597
67362	General Fund Unrestricted	13,210.00	0.00	13,210.00	92*0519598	92*0519630
67363	General Fund Unrestricted	15,487.00	0.00	15,487.00	92*0519631	92*0519671
67365	General Fund Unrestricted	4,691.70	0.00	4,691.70	92*0519675	92*0519736
67367	General Fund Unrestricted	2,323,989.85	0.00	2,323,989.85	92*0519782	92*0519813
67368	General Fund Unrestricted	18,679.27	0.00	18,679.27	92*0519814	92*0519898
67369	General Fund Unrestricted	24,748.30	0.00	24,748.30	92*0519899	92*0519995
67375	General Fund Unrestricted	13,759.59	0.00	13,759.59	92*0520014	92*0520054
67376	General Fund Unrestricted	2,927.07	0.00	2,927.07	92*0520065	92*0520083
67379	General Fund Unrestricted	814.20	0.00	814.20	92*0520101	92*0520102
67380	General Fund Unrestricted	300.00	0.00	300.00	92*0520109	92*0520109
67381	General Fund Unrestricted	12,547.82	0.00	12,547.82	92*0520113	92*0520148
67382	General Fund Unrestricted	5,817.58	0.00	5,817.58	92*0520153	92*0520175
67384	General Fund Unrestricted	22,332.53	0.00	22,332.53	92*0520183	92*0520197
67385	General Fund Unrestricted	2,271.50	0.00	2,271.50	92*0520198	92*0520198
67386	General Fund Unrestricted	130,020.03	0.00	130,020.03	92*0520213	92*0520215
67388	General Fund Unrestricted	27,912.50	0.00	27,912.50	92*0520221	92*0520221
67390	General Fund Unrestricted	74,986.80	37,493.40	37,493.40	92*0520225	92*0520268
67393	General Fund Unrestricted	1,503.12	0.00	1,503.12	92*0520290	92*0520290
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>\$2,841,905.43</u></b>	<b><u>\$54,998.57</u></b>	<b><u>\$2,786,906.86</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67090	General Fund Restricted	0.00	721.50	-721.50	92*0515517	92*0515518
67262	General Fund Restricted	0.00	12.76	-12.76	92*0518172	92*0518172
67292	General Fund Restricted	0.00	851.94	-851.94	92*0518696	92*0518697
67305	General Fund Restricted	0.00	685.50	-685.50	92*0518830	92*0518830
67344	General Fund Restricted	81,022.85	0.00	81,022.85	92*0519309	92*0519323
67345	General Fund Restricted	15,305.01	0.00	15,305.01	92*0519324	92*0519367
67346	General Fund Restricted	7,540.52	0.00	7,540.52	92*0519369	92*0519372
67349	General Fund Restricted	11,011.56	0.00	11,011.56	92*0519388	92*0519404
67350	General Fund Unrestricted	14,895.76	0.00	14,895.76	92*0519406	92*0519409
67356	General Fund Restricted	13,261.34	0.00	13,261.34	92*0519420	92*0519437
67357	General Fund Restricted	37,147.81	0.00	37,147.81	92*0519440	92*0519466
67358	General Fund Restricted	7,932.51	0.00	7,932.51	92*0519471	92*0519499
67366	General Fund Restricted	147,129.00	0.00	147,129.00	92*0519737	92*0519781
67367	General Fund Restricted	10,113.16	0.00	10,113.16	92*0519788	92*0519812
67375	General Fund Restricted	16,242.60	0.00	16,242.60	92*0520013	92*0520052
67376	General Fund Restricted	29,325.52	0.00	29,325.52	92*0520055	92*0520094
67380	General Fund Restricted	53,798.35	0.00	53,798.35	92*0520103	92*0520112
67382	General Fund Unrestricted	587,152.04	0.00	587,152.04	92*0520149	92*0520177
67384	General Fund Restricted	64,146.45	0.00	64,146.45	92*0520186	92*0520196
67385	General Fund Restricted	7,394.49	0.00	7,394.49	92*0520199	92*0520206
67386	General Fund Restricted	9,114.66	0.00	9,114.66	92*0520211	92*0520219
67390	General Fund Restricted	23,207.74	11,603.87	11,603.87	92*0520223	92*0520272
67393	General Fund Restricted	194,012.39	0.00	194,012.39	92*0520278	92*0520315
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$1,329,753.76</u></b>	<b><u>\$13,875.57</u></b>	<b><u>\$1,315,878.19</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67345	GF Unrestricted One-Time Func	46,710.71	0.00	46,710.71	92*0519350	92*0519358
67356	GF Unrestricted One-Time Func	25.86	0.00	25.86	92*0519431	92*0519431
67357	GF Unrestricted One-Time Func	13,919.20	0.00	13,919.20	92*0519441	92*0519461
67358	GF Unrestricted One-Time Func	14,229.38	0.00	14,229.38	92*0519470	92*0519500
67366	GF Unrestricted One-Time Func	44.31	0.00	44.31	92*0519777	92*0519777
67367	General Fund Restricted	5,265.00	0.00	5,265.00	92*0519789	92*0519789
67375	GF Unrestricted One-Time Func	7,933.25	0.00	7,933.25	92*0520037	92*0520050
67380	GF Unrestricted One-Time Func	748.00	0.00	748.00	92*0520110	92*0520110
67381	GF Unrestricted One-Time Func	4,533.60	0.00	4,533.60	92*0520130	92*0520130
67382	GF Unrestricted One-Time Func	13,042.59	0.00	13,042.59	92*0520155	92*0520155
67384	GF Unrestricted One-Time Func	1,612.97	0.00	1,612.97	92*0520181	92*0520182
67385	GF Unrestricted One-Time Func	16,095.16	0.00	16,095.16	92*0520200	92*0520210
67390	GF Unrestricted One-Time Func	2,285.28	1,142.64	1,142.64	92*0520227	92*0520270
67393	GF Unrestricted One-Time Func	1,409.27	0.00	1,409.27	92*0520277	92*0520288
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$127,854.58</b>	<b>\$1,142.64</b>	<b>\$126,711.94</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67171	Child Development Fund	0.00	9,466.68	-9,466.68	92*0516863	92*0516863
67340	Child Development Fund	189.61	0.00	189.61	92*0519302	92*0519303
67347	Child Development Fund	16,513.66	0.00	16,513.66	92*0519373	92*0519385
67352	Child Development Fund	6,807.84	0.00	6,807.84	92*0519411	92*0519412
67364	Child Development Fund	11,894.31	0.00	11,894.31	92*0519672	92*0519674
67370	Child Development Fund	8,227.04	0.00	8,227.04	92*0519996	92*0520007
67383	Child Development Fund	2,065.61	0.00	2,065.61	92*0520178	92*0520180
67387	Child Development Fund	158.05	0.00	158.05	92*0520220	92*0520220
67389	Child Development Fund	974.83	0.00	974.83	92*0520222	92*0520222
67391	Child Development Fund	336.34	0.00	336.34	92*0520273	92*0520275
<b>Total Fund 33 Child Development Fund</b>		<b>\$47,167.29</b>	<b>\$9,466.68</b>	<b>\$37,700.61</b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67348	Capital Outlay Projects Fund	1,947.02	0.00	1,947.02	92*0519386	92*0519386
67353	Capital Outlay Projects Fund	131,018.40	0.00	131,018.40	92*0519413	92*0519417
67371	Capital Outlay Projects Fund	23,169.84	0.00	23,169.84	92*0520008	92*0520009
67377	Capital Outlay Projects Fund	8,721.95	0.00	8,721.95	92*0520095	92*0520097
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b>\$164,857.21</b>	<b>\$0.00</b>	<b>\$164,857.21</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67341	Bond Fund, Measure Q	2,547,454.02	0.00	2,547,454.02	92*0519304	92*0519304
67372	Bond Fund, Measure Q	3,006,707.06	0.00	3,006,707.06	92*0520010	92*0520010
67378	Bond Fund, Measure Q	97,654.24	0.00	97,654.24	92*0520098	92*0520100
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b><u><u>\$5,651,815.32</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$5,651,815.32</u></u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67342	Property and Liability Fund	16,644.87	0.00	16,644.87	92*0519305	92*0519305
67354	Property and Liability Fund	1,137.84	0.00	1,137.84	92*0519418	92*0519418
67373	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0520011	92*0520011
67392	Property and Liability Fund	2,900.40	0.00	2,900.40	92*0520276	92*0520276
<b>Total Fund 61 Property and Liability Fund</b>		<b>\$23,805.26</b>	<b>\$0.00</b>	<b>\$23,805.26</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67343	Workers' Compensation Fund	579.07	0.00	579.07	92*0519306	92*0519306
67374	Workers' Compensation Fund	22,326.62	0.00	22,326.62	92*0520012	92*0520012
<b>Total Fund 62 Workers' Compensation Fu</b>		<b><u>\$22,905.69</u></b>	<b><u>\$0.00</u></b>	<b><u>\$22,905.69</u></b>		

Checks Written for Period 05/01/19 Thru 05/14/19

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67355	Student Financial Aid Fund	351,758.00	0.00	351,758.00	92*0519419	92*0519419
<b>Total Fund 74 Student Financial Aid Fund</b>		<b><u>351,758.00</u></b>	<b><u>0.00</u></b>	<b><u>351,758.00</u></b>		

**SUMMARY**

Total Fund 11 General Fund Unrestricted	2,786,906.86
Total Fund 12 General Fund Restricted	1,315,878.19
Total Fund 13 GF Unrestricted One-Time Fund	126,711.94
Total Fund 33 Child Development Fund	37,700.61
Total Fund 41 Capital Outlay Projects Fund	164,857.21
Total Fund 43 Bond Fund, Measure Q	5,651,815.32
Total Fund 61 Property and Liability Fund	23,805.26
Total Fund 62 Workers' Compensation Fund	22,905.69
Total Fund 74 Student Financial Aid Fund	351,758.00
Grand Total:	<u><u>\$10,482,339.08</u></u>

Checks Written for Period 05/01/19 Thru 05/14/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1A1905104	SAC Diversified Agency Fund	15,370.32	0.00	15,370.32	1A*0001714	1A*0001733
1A1905211	SAC Diversified Agency Fund	28,438.04	572.00	27,866.04	1A*0001734	1A*0001767
1A1905314	SAC Diversified Agency Fund	138,356.39	0.00	138,356.39	1A*0001768	1A*0001771
<b>Total 1A SAC Diversified Agency Fund</b>		<b><u>\$182,164.75</u></b>	<b><u>\$572.00</u></b>	<b><u>\$181,592.75</u></b>		

Checks Written for Period 05/01/19 Thru 05/14/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1B1905314	SAC Bookstore Fund	284,579.19	25,949.19	258,630.00	1B*0001769	1B*0001816
<b>Total 1B SAC Bookstore Fund</b>		<b><u>284,579.19</u></b>	<b><u>25,949.19</u></b>	<b><u>258,630.00</u></b>		



Checks Written for Period 05/01/19 Thru 05/14/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1C1905104	SAC Community Education Fund	14,699.81	0.00	14,699.81	1C*0001133	1C*0001139
1C1905314	SAC Community Education Fund	184,660.32	0.00	184,660.32	1C*0001140	1C*0001141
<b>Total 1C SAC Community Education Fund</b>		<b><u>\$199,360.13</u></b>	<b><u>\$0.00</u></b>	<b><u>\$199,360.13</u></b>		

Checks Written for Period 05/01/19 Thru 05/14/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1R1905314	SAC Representation Fee Fund	10,000.00	0.00	10,000.00	1R*0001023	1R*0001024
<b>Total 1R SAC Representation Fee Fund</b>		<u><u>\$10,000.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$10,000.00</u></u>		

Checks Written for Period 05/01/19 Thru 05/14/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S1905104	SAC Associated Students Fund	8,024.41	0.00	8,024.41	1S*0001358	1S*0001374
1S1905211	SAC Associated Students Fund	2,990.02	459.27	2,530.75	1S*0001375	1S*0001379
1S1905314	SAC Associated Students Fund	13,145.66	0.00	13,145.66	1S*0001380	1S*0001381
<b>Total 1S SAC Associated Students Fund</b>		<b><u>\$24,160.09</u></b>	<b><u>\$459.27</u></b>	<b><u>\$23,700.82</u></b>		

Checks Written for Period 05/01/19 Thru 05/14/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1T1905104	SAC Diversified Trust Fund	21,623.00	2,081.86	19,541.14	1T*0001449	1T*0001470
1T1905211	SAC Diversified Trust Fund	4,503.37	200.18	4,303.19	1T*0001471	1T*0001484
1T1905314	SAC Diversified Trust Fund	81,398.75	0.00	81,398.75	1T*0001485	1T*0001490
<b>Total 1T SAC Diversified Trust Fund</b>		<b><u>\$107,525.12</u></b>	<b><u>\$2,282.04</u></b>	<b><u>\$105,243.08</u></b>		

**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	181,592.75
Total Fund 1B SAC Bookstore Fund	258,630.00
Total Fund 1C SAC Community Education Fu	199,360.13
Total Fund 1R SAC Representation Fee Func	10,000.00
Total Fund 1S SAC Associated Students Fun	23,700.82
Total Fund 1T SAC Diversified Trust Fund	105,243.08
<b>Grand Total:</b>	<b><u><u>\$778,526.78</u></u></b>

Checks Written for Period 05/01/19 Thru 05/14/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2A1905104	SCC Diversified Agency Fund	575.00	0.00	575.00	2A*0001376	2A*0001376
2A1905211	SCC Diversified Agency Fund	7,157.20	0.00	7,157.20	2A*0001377	2A*0001399
<b>Total 2A SCC Diversified Agency Fund</b>		<b><u><u>\$7,732.20</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$7,732.20</u></u></b>		

Checks Written for Period 05/01/19 Thru 05/14/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2B1905104	SCC Bookstore Fund	6,065.56	0.00	6,065.56	2B*0001608	2B*0001619
2B1905211	SCC Bookstore Fund	16,489.60	4,793.56	11,696.04	2B*0001620	2B*0001641
2B1905314	SCC Bookstore Fund	10,929.95	0.00	10,929.95	2B*0001642	2B*0001652
<b>Total 2B SCC Bookstore Fund</b>		<b><u><u>\$33,485.11</u></u></b>	<b><u><u>\$4,793.56</u></u></b>	<b><u><u>\$28,691.55</u></u></b>		

Checks Written for Period 05/01/19 Thru 05/14/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2S1905211	SCC Associated Students Fund	6,886.94	600.00	6,286.94	2S*0001261	2S*0001272
<b>Total 2S SCC Associated Students Fund</b>		<b><u>6,886.94</u></b>	<b><u>600.00</u></b>	<b><u>6,286.94</u></b>		



Checks Written for Period 05/01/19 Thru 05/14/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1905211	SCC Diversified Trust Fund	3,962.93	0.00	3,962.93	2T*0001225	2T*0001238
<b>Total 2T SCC Diversified Trust Fund</b>		<b><u>3,962.93</u></b>	<b><u>0.00</u></b>	<b><u>3,962.93</u></b>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	7,732.20
Total Fund 2B SCC Bookstore Fund	28,691.55
Total Fund 2S SCC Associated Students Fun	6,286.94
Total Fund 2T SCC Diversified Trust Fund	3,962.93
<b>Grand Total:</b>	<b><u><u>\$46,673.62</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 05/01/2019 To 05/14/2019**  
**Board Meeting on 05/28/2019**

**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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
1000 ACADEMIC SALARIES	170	
2000 CLASSIFIED SALARIES	30,953	
3000 EMPLOYEE BENEFITS	20,331	
4000 SUPPLIES & MATERIALS		415
5000 OTHER OPERATING EXP & SERVICES		42,775
6000 CAPITAL OUTLAY		8,264
<b>Total Transfer Fund 11</b>	<b>\$51,454</b>	<b>\$51,454</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
1000 ACADEMIC SALARIES		35,724
2000 CLASSIFIED SALARIES	54,054	
3000 EMPLOYEE BENEFITS	38,560	
4000 SUPPLIES & MATERIALS		40,445
5000 OTHER OPERATING EXP & SERVICES	9,956	
6000 CAPITAL OUTLAY		23,401
7000 OTHER OUTGO		3,000
<b>Total Transfer Fund 12</b>	<b>\$102,570</b>	<b>\$102,570</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
5000 OTHER OPERATING EXP & SERVICES	2,500	
6000 CAPITAL OUTLAY		2,500
<b>Total Transfer Fund 13</b>	<b>\$2,500</b>	<b>\$2,500</b>
<b>BUDGET INCREASES AND DECREASES</b>		
	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8600 STATE REVENUES	680,455	
1000 ACADEMIC SALARIES		126,764
2000 CLASSIFIED SALARIES		141,990
3000 EMPLOYEE BENEFITS		118,250
4000 SUPPLIES & MATERIALS		129,070
5000 OTHER OPERATING EXP & SERVICES		(222,465)
6000 CAPITAL OUTLAY		384,000
7000 OTHER OUTGO		2,846
<b>Total Transfer Fund 12</b>	<b>\$680,455</b>	<b>\$680,455</b>
<b><u>Fund 33: Child Development Fund</u></b>		
8100 FEDERAL REVENUES	32,939	
1000 ACADEMIC SALARIES		13,884
2000 CLASSIFIED SALARIES		11,416
3000 EMPLOYEE BENEFITS		6,373
5000 OTHER OPERATING EXP & SERVICES		1,266
<b>Total Transfer Fund 33</b>	<b>\$32,939</b>	<b>\$32,939</b>
<b><u>Fund 63: Retiree Benefits Fund</u></b>		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/01/2019 To 05/14/2019  
Board Meeting on 05/28/2019**

**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 INCREASES AND DECREASES**

		<b>Revenue</b>		<b>Appropriation</b>
8800	LOCAL REVENUES	2,672,061		
3000	EMPLOYEE BENEFITS			2,672,061
<b>Total Transfer Fund 63</b>		<b>\$2,672,061</b>		<b>\$2,672,061</b>

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

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

From 05/01/2019 To 05/14/2019

Board Meeting on 05/28/2019

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 To

**Fund 11: General Fund Unrestricted**

<b>B025787</b>	<b>05/08/19</b>		
2000	CLASSIFIED SALARIES	30,578	
3000	EMPLOYEE BENEFITS	20,791	
5000	OTHER OPERATING EXP & SERVICES		51,369
		<hr/>	<hr/>

**Total Reference B025787** **\$51,369** **\$51,369**

**Reason:** Adjustment  
**Description:** Transfer for urgent DMC contracted services project

**Fund 12: General Fund Restricted**

<b>B025723</b>	<b>05/01/19</b>		
4000	SUPPLIES & MATERIALS		28,788
5000	OTHER OPERATING EXP & SERVICES	28,788	
		<hr/>	<hr/>

**Total Reference B025723** **\$28,788** **\$28,788**

**Reason:** Special Project Adjustment  
**Description:** Move expenses to corr proj - instructional materials fees

<b>B025748</b>	<b>05/02/19</b>		
3000	EMPLOYEE BENEFITS	30,000	
5000	OTHER OPERATING EXP & SERVICES		30,000
		<hr/>	<hr/>

**Total Reference B025748** **\$30,000** **\$30,000**

**Reason:** Special Project Adjustment  
**Description:** Transfer from H&W non-instr. acct to contract acct to cover Amy Kaufman's contracted services up to 06/30/2019

<b>B025791</b>	<b>05/09/19</b>		
1000	ACADEMIC SALARIES		18,876
3000	EMPLOYEE BENEFITS		2,938
4000	SUPPLIES & MATERIALS		8,924
5000	OTHER OPERATING EXP & SERVICES	32,138	
6000	CAPITAL OUTLAY		1,400
		<hr/>	<hr/>

**Total Reference B025791** **\$32,138** **\$32,138**

**Reason:** Special Project Adjustment  
**Description:** Board Approved on 4/29/19, Vet Resrce Cnter Ongng Fndng 18-19

**BUDGET INCREASES AND DECREASES** Revenue Appropriation

**Fund 12: General Fund Restricted**

<b>B025731</b>	<b>05/02/19</b>		
8600	STATE REVENUES	120,000	
5000	OTHER OPERATING EXP & SERVICES		8,000
6000	CAPITAL OUTLAY		112,000
		<hr/>	<hr/>

**Total Reference B025731** **\$120,000** **\$120,000**

**Reason:** Special Project Adjustment  
**Description:** To reallocate funds to new SWP projects

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

From 05/01/2019 To 05/14/2019

Board Meeting on 05/28/2019

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B025732</b>	<b>05/02/19</b>		
8600	STATE REVENUES	153,730	
1000	ACADEMIC SALARIES		4,043
3000	EMPLOYEE BENEFITS		987
4000	SUPPLIES & MATERIALS		72,700
6000	CAPITAL OUTLAY		76,000
<b>Total Reference B025732</b>		<b>\$153,730</b>	<b>\$153,730</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To reallocate funds to new SWP projects		
<b>B025733</b>	<b>05/02/19</b>		
8600	STATE REVENUES	57,574	
1000	ACADEMIC SALARIES		15,266
3000	EMPLOYEE BENEFITS		3,722
5000	OTHER OPERATING EXP & SERVICES		38,586
<b>Total Reference B025733</b>		<b>\$57,574</b>	<b>\$57,574</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To reallocate funds to new SWP projects		
<b>B025734</b>	<b>05/02/19</b>		
8600	STATE REVENUES	63,000	
6000	CAPITAL OUTLAY		63,000
<b>Total Reference B025734</b>		<b>\$63,000</b>	<b>\$63,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To reallocate funds to new SWP projects		
<b>B025735</b>	<b>05/02/19</b>		
8600	STATE REVENUES	35,023	
2000	CLASSIFIED SALARIES		25,977
3000	EMPLOYEE BENEFITS		8,246
4000	SUPPLIES & MATERIALS		800
<b>Total Reference B025735</b>		<b>\$35,023</b>	<b>\$35,023</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To reallocate funds to new SWP projects		
<b>B025737</b>	<b>05/02/19</b>		
8600	STATE REVENUES	40,600	
4000	SUPPLIES & MATERIALS		25,000
5000	OTHER OPERATING EXP & SERVICES		15,600
<b>Total Reference B025737</b>		<b>\$40,600</b>	<b>\$40,600</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To reallocate funds to for new SWP projects		
<b>B025743</b>	<b>05/02/19</b>		
8600	STATE REVENUES	135,000	
4000	SUPPLIES & MATERIALS		15,000
5000	OTHER OPERATING EXP & SERVICES		10,000
6000	CAPITAL OUTLAY		110,000
<b>Total Reference B025743</b>		<b>\$135,000</b>	<b>\$135,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To reallocate funds to new SWP projects		

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

From 05/01/2019 To 05/14/2019

Board Meeting on 05/28/2019

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B025744</b>	<b>05/02/19</b>		
8600	STATE REVENUES	29,342	
5000	OTHER OPERATING EXP & SERVICES		29,342
<b>Total Reference B025744</b>		<b>\$29,342</b>	<b>\$29,342</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To reallocate funds to new SWP projects indirect cost 4%		
<b>B025774</b>	<b>05/06/19</b>		
8600	STATE REVENUES	(509,385)	
5000	OTHER OPERATING EXP & SERVICES		(509,385)
<b>Total Reference B025774</b>		<b>\$(509,385)</b>	<b>\$(509,385)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP#2183 CTE SWP FY18-19 - SCC. Allocate funds for SWP Regional approved project - OC Careers in Education Pathway Collaborative (SCC) (FY2018/19)		
<b>B025775</b>	<b>05/06/19</b>		
8600	STATE REVENUES	509,385	
1000	ACADEMIC SALARIES		80,970
2000	CLASSIFIED SALARIES		140,263
3000	EMPLOYEE BENEFITS		118,152
4000	SUPPLIES & MATERIALS		4,000
5000	OTHER OPERATING EXP & SERVICES		165,000
7000	OTHER OUTGO		1,000
<b>Total Reference B025775</b>		<b>\$509,385</b>	<b>\$509,385</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP#2183 CTE SWP FY18-19 - SCC. Allocate funds for SWP Regional approved project - OC Career in Education Pathway Collaborative (SCC) (FY2018/19)		
<b>B025779</b>	<b>05/06/19</b>		
8600	STATE REVENUES	(84,169)	
1000	ACADEMIC SALARIES		(5,749)
2000	CLASSIFIED SALARIES		(28,435)
3000	EMPLOYEE BENEFITS		(22,207)
4000	SUPPLIES & MATERIALS		(5,108)
5000	OTHER OPERATING EXP & SERVICES		(22,670)
<b>Total Reference B025779</b>		<b>\$(84,169)</b>	<b>\$(84,169)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	DSPS (SAC) Budget revision Fund 12		
<b><u>Fund 33: Child Development Fund</u></b>			
<b>B025808</b>	<b>05/13/19</b>		
8100	FEDERAL REVENUES	32,939	
1000	ACADEMIC SALARIES		13,884
2000	CLASSIFIED SALARIES		11,416
3000	EMPLOYEE BENEFITS		6,373
5000	OTHER OPERATING EXP & SERVICES		1,266
<b>Total Reference B025808</b>		<b>\$32,939</b>	<b>\$32,939</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	EHS 2019 - COLA Augmentation		
<b><u>Fund 63: Retiree Benefits Fund</u></b>			

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

From 05/01/2019 To 05/14/2019

Board Meeting on 05/28/2019

**BUDGET INCREASES AND DECREASES**

**B025769      05/03/19**

8800      LOCAL REVENUES

3000      EMPLOYEE BENEFITS

Revenue

Appropriation

2,672,061

2,672,061

**Total Reference B025769**

**\$2,672,061**

**\$2,672,061**

**Reason:**      Special Project Adjustment

**Description:**      Budget to Annual Required Contribution (ARC)

**RECOMMENDATION**

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

4.2 (6)



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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Public Hearing – 2019/2020 Tentative Budget	
Action:	Request for Approval	

**BACKGROUND**

The California Code of Regulations, Title 5, Section 58305 requires adoption of a Tentative Budget on or before the first day of July each year. This is operationally necessary to continue timely payments to employees and vendors until a State Budget Act is approved by the legislature.

**ANALYSIS**

In so doing, we request that the District hold a public hearing on the Tentative Budget for the 2019/2020 fiscal year at the June 17, 2019 Board of Trustees meeting prior to approving the Tentative Budget. Although the California Code of Regulations, Title 5, Section 58305, does not require that the Board of Trustees conduct a public hearing on the Tentative Budget, it is our District’s practice to hold a public hearing for both the Tentative and Adopted Budgets.

The budget will be available for public display and review June 12<sup>th</sup> through June 14<sup>th</sup> at the District Office, 2323 N. Broadway, on the 4<sup>th</sup> floor reception area between the hours of 8:00 a.m. and 5:00 p.m.

It is anticipated that the proposed Adopted Budget will be presented at the September 9, 2019 Board of Trustees meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees hold a public hearing on the 2019/2020 Tentative Budget at the meeting on June 17, 2019.

Fiscal Impact:	None	Board Date: May 28, 2019
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Agreement with Team Inspections – Project Inspector Services for Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for project inspector services for the new Johnson Student Center at Santa Ana College. In accordance with the Division of the State Architect (DSA) Construction Oversight Process, the Johnson Student Center project is required to be overseen by a DSA certified Class 1 project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications.

On November 26, 2018 the Board of Trustees previously approved DSA project inspector services with the firm Sandy Pringle Associates Inspection Consultants. The District has had to terminate the agreement effective May 31, 2019 with Sandy Pringle Associates Inspection Consultants due to the lack of qualified DSA inspectors available for the project that are approved by the architect, District and the DSA. The project is in need of having qualified DSA inspectors for both Class 1 and Class 2 and Sandy Pringle Associates Inspection Consultants has not been able to find inspectors that the District and Architect approve. Therefore, the parties mutually agree to terminate said agreement given the District is able to find other inspectors through another firm. The project is currently in construction and replacement of these inspection services is imminent to avoid causing delay impacts to the contractor's currently scheduled activities on site. The new agreement would be effective beginning June 1, 2019.

The project inspector services shall consist of all on-site inspections of the project and all inspection related activities, in compliance with the contract documents and code requirements. DSA inspection services are required under California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

**ANALYSIS:**

A Request for Qualifications (RFQ) #1819-247 for DSA project inspector services for various facilities improvement projects district-wide was re-advertised on April 3, 2019 with an on-going open due date as a result of the lack of available DSA inspectors for school projects in the industry at this time. Therefore, in an effort to increase the number of pre-qualified DSA inspection firms, the District has the RFQ solicitation open until further notice to allow interested firms to submit their statement of qualifications proposals to the District for consideration to become a pre-qualified firm. The District requested proposals from prequalified firms Knowland

Construction Services (Rancho Palos Verdes) and Team Inspections (Riverside) based on availability of DSA inspectors with their firms. A screening panel convened on May 15, 2019 to review the proposals and interviewed DSA inspectors with Knowland Construction Services and Team Inspections. The panel recommends Team Inspections by consensus after a thorough review based upon the culmination of their RFQ response, experience, team members, reference checks, approach to the project, hourly rate, and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the project. It is recommended that the District enter into an agreement with Team Inspections for project inspector services for Johnson Student Center at Santa Ana College.

The services covered by this agreement shall commence June 1, 2019 and ends June 30, 2021. The contract is an hourly, not to exceed fee of \$581,200 based off inspector hourly rates from \$88 - \$98 an hour. The contract hourly rates shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Team Inspections – Project Inspector Services for Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$581,200	Board Date: May 28, 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	

# Board Agreement Summary

**Board Date: 5/28/19**

Project: Johnson Student Center

Site: Santa Ana College

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**Consultants: Team Inspections**

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Type of Service: Project Inspector Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$581,200.00		6/1/2019		6/30/2021
<b>Total Agreement Amount</b>	<b>\$581,200.00</b>				

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**AGREEMENT NO: 0348.00/ DESCRIPTION:**

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This agreement #0348.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$581,200.00**

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**Contract End Date:** **6/30/2021**

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Amendment to Agreement with Steinberg Hart - Architectural Services for Space Planning and the Academic Support Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On behalf of Santa Ana College, this is an amendment to an existing agreement for additional architectural services and an extension of time. On October 15, 2018, the Board of Trustees approved an agreement with Steinberg Hart for architectural services at Santa Ana College to address a campus facility modification request. The college desires to evaluate the potential reconfiguration of spaces in Building S and the Library, in order to consolidate program services to create a new Learning Center on campus as part of the college's strategic educational planning efforts. The College has requested the architect to provide additional revised options per location in order to compare design layouts and efficiencies for both the Building S reconfiguration and the Library's Learning Center. As a result of the possible consolidation for a new Learning Center in the Library, additional services have been requested to assess the Career Services/Talent Search & Testing program space needs in Building A (Chavéz) as this program may be accommodated in the former Academic Support Center space in the building. The contract amendment is necessary to revise the scope of work to accommodate these additional assessments and create new options for reconfiguration. To see original agreement, please [click here](#).

**ANALYSIS:**

The services covered by this agreement commenced on October 16, 2018 and the new end date has been revised from June 30, 2019 to June 30, 2020. The amendment to this agreement increases the contract by \$19,800. The total contract amount has increased from \$36,750 to \$56,550. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Steinberg Hart - Architectural Services for Space Planning and the Academic Support Center at Santa Ana College as presented.

Fiscal Impact:	\$19,800	Board Date: May 28, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services  Bart Hoffman, Vice President of Administrative Services at Santa Ana College	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 5/28/19**

Project: Space Planning and the Academic Support Center

Site: **Santa Ana College**

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Consultants: **Steinberg Hart**

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Type of Service: Architectural Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$36,750.00		10/16/2018		6/30/2019
Amendment #1	\$19,800.00				6/30/2020
<b>Total Agreement Amount</b>	<b>\$56,550.00</b>				

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**AGREEMENT NO: 0308.00/ DESCRIPTION:**

Amendment #1 for an extension of time and additional architectural services.

This agreement #0308.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$19,800.00**

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**Contract End Date:** **6/30/2020**

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**FIRST AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **29TH** day of **MAY** in the year **2019**, between **STEINBERG HART**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0308.00 entered into on October 16, 2018 to provide architectural services for Space Planning and Program Area Allocation for the S Building and Consolidation of the Academic Support Center at Santa Ana College. Please amend the AGREEMENT to include the following:
  - 1. By adding additional scope and revising the fee schedule, per Exhibit “A”;
  - 2. By increasing the AGREEMENT amount by **NINETEEN THOUSAND EIGHT HUNDRED DOLLARS (\$19,800)** from **THIRTY-SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$36,750)**, for a total AGREEMENT amount of **FIFTY SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$56,550)**; and
  - 3. By extending the contract completion date from June 30, 2019 to be through June 30, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0308.00, effective October 16, 2018, shall remain in full force and effect.

**STEINBERG HART**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_



Agreement No. 0308.01  
Board Approval: May 28, 2019  
Purchase Order: 19-P0054137

**COPIES TO:**

**GENERATING OFFICE**  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facility Planning, District Construction and Support Services

**PURCHASING DEPARTMENT**  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director of Purchasing Services

## EXHIBIT "A"

### A. Project Scope

1. Building "S" Reconfiguration project includes the following revised scope:
  - a. Provide campus requested revisions to conceptual design Options 1 and 2.
  - b. Provide "improvement scope" for each revised Option 1 and 2, for District cost estimating purposes, as indicated below:
    - i. Brief narrative of improvement scope.
    - ii. Tabular program.
    - iii. Existing floor plan.
    - iv. Demo floor plan identifying which walls/areas will be demolished with approximate ASF sizes of those areas.
    - v. New floor plan identifying which walls, doors, windows are new with approximate ASF sizes of those areas. This plan will also identify the amount of ASF that is getting new flooring/paint and signage.
    - vi. New floor plan with furniture, including modular wall systems.
2. Building "L" Learning Center project (formally named "Academic Support") includes the following revised scope:
  - a. Provide campus requested revisions to conceptual design Options 1 and 2.
  - b. Provide improvement scope (items 1.b.i through 1.b.vi. above), for each revised Option 1 and 2, for District cost estimating purposes.
3. Building "A" Career Services/Talent Search & Testing Relocation project includes the following tasks:
  - a. Meeting One (on campus) with the Career Services/Talent Search & Testing Users to understand space requirements.
  - b. Provide up to two (2) conceptual design options illustrating layout options to accommodate these programs in the existing Academic Support Center located in the Cesar Chavez Building.
  - c. Meeting Two (via conference call) to present the options to the users for feedback and selection of option.
  - d. Any refinements to selected option(s) will be presented to District & College via conference call.
  - e. Summary document including improvement scope (items 1.b.i through 1.b.vi. above).
4. Eliminate cost estimates from CONSULTANT's scope of work. The DISTRICT's third party cost estimator will provide all cost estimates.
5. Coordinate with DISTRICT's third party cost estimator as required to ensure cost estimator's understanding of project scope is accurate.

### B. Additional Compensation and Total Fee

1. Building "S" Reconfiguration additional fixed fee for the scope of work above is **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500)**.

2. Building “L” Learning Center additional fixed fee for the scope of work described above is **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)**.
3. Building “A” Career Services/Talent Search & Testing Relocation for the scope of work described above is **FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$14,800)**.
4. Add an allowance for additional scope as required and agreed to in writing by the DISTRICT in the amount of **FIVE THOUSAND DOLLARS (\$5,000)**.

**C. Total Fee Breakdown**

Scope	Fee
Building “S” Reconfiguration and Building “L” Learning Center	\$36,750
Programmatic Requirements	\$14,800
Allowance	\$5,000
<b>TOTAL NOT TO EXCEED FEE</b>	<b>\$56,550</b>

**D. Fee Schedules**

1. The revised fee schedule for Building “S” Reconfiguration and Building “L” Learning Center is as follows:

Task	Original Fixed Fee Schedule	Revised Fixed Fee Schedule
1. Site Visits	\$4,750	\$4,750
2. Programmatic Requirements	\$6,000	\$6,000
3. Up to three (3) Conceptual Design Options (for each project)	\$7,000	\$7,000
4. Space Recommendations	\$5,000	\$5,000
5. Improvements Scope	\$4,000	\$4,000
6. Develop Construction Cost Estimate	\$10,000	\$0
7. Building “S” Reconfiguration Added Scope	NA	\$7,500
8. Building “L” Learning Center Added Scope	NA	\$2,500
<b>TOTAL FIXED FEE</b>	<b>\$36,750</b>	<b>\$36,750</b>

2. The fee schedule for Building “A” Career Services/Talent Search & Testing Relocation is as follows:

Task	Fixed Fee Schedule
1. Meeting One & Options Development	\$9,600
2. Meeting Two & Refinement of Selected Option(s)	\$4,000
3. Summary Document	\$1,200
<b>TOTAL FIXED FEE</b>	<b>\$14,800</b>

The District shall have the authority to reallocate any unused funds from remaining task(s) to another task(s), if applicable.

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Award of Bid #1372 – Child Development Center Improvements Phase 3 at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On behalf of the Child Development Center, this is an approval for the award of Bid #1372 for the Child Development Center Improvements Phase 3 project at Santa Ana College. The center is over eight years old and is in need of minor maintenance and repair work. The project’s interior improvements include replacing classroom sink countertops and backsplash, painting classrooms and student restrooms, remounting paper towel and soap dispensers to the proper height for the student’s age group for accessibility, and replacing damaged linoleum flooring in V400 and V500’s classroom wash areas. The exterior work includes replacing the broken retractable sandbox cover in the east playground by V200, increasing exterior lighting coverage with the installation of a new LED wall pack on the west wall of V500, and the removal of the worn playground canopies between V200 and V300 to create space for the installation of a new shade structure which will be covered under a separate agreement due to required Division of State Architect approval for the shade structure.

**ANALYSIS:**

Bid #1372 for the Child Development Center Improvements Phase 3 project at Santa Ana College was advertised in the Orange County Register on April 4, 2019 and April 8, 2019. A Notice Inviting Formal Bids was sent to the trade journals and to 109 contractors from the District’s qualified contractors list on April 4, 2019.

A mandatory job walk was conducted on April 10, 2019 and there were 23 attendees. Bids were opened on April 23, 2019, as noted on the attached bid summary. The District received nine bids for the project. Kazoni, Inc. dba Kazoni Construction (Costa Mesa) submitted the lowest responsive bid in the amount of \$63,296. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1372 to Kazoni, Inc. dba Kazoni Construction.

The anticipated start date is June 7, 2019. The estimated construction duration is 70 calendar days.

This project is funded by Child Development Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees award Bid #1372 to Kazoni, Inc. dba Kazoni Construction for Child Development Center Improvements Phase 3 at Santa Ana College as presented.

Fiscal Impact:	\$63,296	Board Date: May 28, 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 and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1372**

**PROJECT:** Child Development Center Improvements Phase 2 at Santa Ana College

**TIME: 2:00 P.M.**

**DATE: April 23, 2019**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

Kazoni, Incorporated dba Kazoni Construction  
150 Paularino Avenue, Suite D160  
Costa Mesa, CA 92626

\$63,296

J L Cobb Painting & Construction  
26816 Vista Terrance  
Lake Forest, CA 92630

\$77,982

RS Construction & Development, Incorporated  
1042 North Mountain Avenue, Suite B #552  
Upland, CA 91786

\$78,000

R Dependable Construction, Incorporated  
1019 West 3<sup>rd</sup> Street, Suite B  
San Bernardino, CA 92410

\$91,200

C T G Construction Incorporated dba C T Georgiou Painting Company  
433 Lecouvreur Avenue  
Wilmington, CA 90744

\$105,000

Newbuild Construction and Restoration Incorporated  
625 West Katella Avenue, Unit 27  
Orange, CA 92867

\$112,000

RAMCO General Engineering Contractor  
P.O. Box 920878  
Sylmar, CA 91392

\$127,000

Optima R P M Incorporated  
17945 Sky Park Circle, Suite D  
Irvine, CA 92614

\$133,420

SD Remodeling, Incorporated  
P.O. Box 1488  
Rancho Santa Fe, CA 92067

\$173,700

**9 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Agreement with Vital Inspection Services, Inc. – Project Inspector Services for Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for Division of State Architect (DSA) project inspector services for the Learning Resources Center (LRC) Drywall Repair project at Santiago Canyon College. The building was constructed in 2004-2006 and over time cracks have appeared on drywall located in first floor offices and on second floor reading rooms which have increased in size. The District hired structural engineers to investigate the issue to determine the cause. It was determined in 2018 that the drywall surface cracking is superficial and does not pose a safety concern but it appears the drywall was not originally installed with the proper wall attachment in these locations. The District requested that the structural engineer provide the attachment details to mitigate the drywall surface cracking to correct the problem so that the District can undertake a proper repair. The corrective action involves removing portions of the drywall in the affected areas, installing the wall attachment detail per the structural engineer's recommendation and replacing with new drywall. The District recommends proceeding with the corrective work to fix the drywall in these locations or it will continue to be a pervasive aesthetic problem for the users in the Library building. The project consists of the repair of the distressed/cracked non-bearing partition walls in the LRC at the first floor offices and second floor reading rooms. The repair work includes the installation of new drywall, slip track and paint. These repairs are scheduled to be completed this summer, which includes late shift hours and weekends.

The District is seeking the services of one (1) DSA Class 3 project inspector to provide construction inspection services for the project. The project inspector services shall consist of all on-site inspections of the project and all inspection-related activities, in compliance with the Contract Documents and Code requirements. DSA inspection services are required under California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

**ANALYSIS:**

A Request for Proposal #1819-246 for DSA project inspector services for the LRC Drywall Repair project at Santiago Canyon College was solicited to eight prequalified firms on April 4, 2019 with a due date of April 19, 2019. The District received two responses from H.B.I. Inspections (Chino Hills) and Vital Inspections Services, Inc. (Anaheim). A screening panel

convened on April 24, 2019 to review the proposals. The panel interviewed both firms on April 29, 2019. The panel recommends Vital Inspections Services, Inc. by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, and approach to the project, hourly rate, and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the project. It is recommended that the District enter into an agreement with Vital Inspections Services, Inc. for DSA inspector services for a Class 3 inspector for the project.

The services covered by this agreement shall commence May 29, 2019 and end June 30, 2020. The contract is an hourly, not to exceed fee of \$42,076 for a Class 3 inspector. The work for this project is anticipated to be during a late shift that begins at 8:00 PM, and on weekends to minimize impacts at the LRC. The contract hourly rate(s) shall remain the same through the duration of the contract term as it ranges from \$79 to \$158 an hour depending on the shift. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Vital Inspection Services, Inc. – Project Inspector Services for Learning Resources Center (LRC) at Santiago Canyon College as presented.

Fiscal Impact:	\$42,076	Board Date: May 28, 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	



# Board Agreement Summary

**Board Date: 5/28/19**

Project: Learning Resources Center (LRC) Drywall Repair

Site: **Santiago Canyon College**

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Consultants: **Vital Inspection Services, Inc.**

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Type of Service: Project Inspector Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$42,076.00		5/29/2019		6/30/2020
<b>Total Agreement Amount</b>	<b>\$42,076.00</b>				

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**AGREEMENT NO: 0345.00/ DESCRIPTION:**

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This agreement #0345.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$42,076.00**

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**Contract End Date:** **6/30/2020**

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Agreement with Vital Inspection Services, Inc. – Project Inspector Services for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for Division of State Architect (DSA) project inspector services for the Barrier Removal Paper Towel Dispenser Replacement project at Santiago Canyon College. The project consists of the removal and replacement of existing paper towel dispensers in eight buildings at Santiago Canyon College, and the replacement with new electrical paper towel dispensers and hand dryers so that they are mounted at proper accessible heights. This project is necessary as a result of the Blaser legal settlement. The project will be constructed in two phases. The first phase will include the Humanities Building, the Library and the Science Center and is anticipated to occur this summer. The second phase will include Building D, Building E, Building G and Concession Stand and is anticipated to occur during the winter break.

The District is seeking the services of one DSA Class 3 project inspector to provide construction inspection services for the Project. The District anticipates completing the project in two phases, and the project inspector will be required to review all work that involves the removal of the existing dispensers/hand dryers and installation of new dispensers and hand dryers in accordance with the plans and specifications. The project inspector services shall consist of all on-site inspections of the project and all inspection related activities, in compliance with the contract documents and code requirements. DSA inspection services are required under California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

**ANALYSIS:**

A Request for Proposal #1819-248 for DSA project inspector services for the Barrier Removal Paper Towel Dispenser Replacement project at Santiago Canyon College was solicited to eight prequalified firms on April 15, 2019 with a due date of April 30, 2019. The District received two responses from H.B.I. Inspections (Chino Hills) and Vital Inspections Services, Inc. (Anaheim). A screening panel convened on May 1, 2019 and May 6, 2019 to review the proposals. The panel recommends Vital Inspections Services, Inc. by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, and approach to the project, and hourly rate. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the

project. It is recommended that the District enter into an agreement with Vital Inspections Services, Inc. for DSA inspector services for a Class 3 inspector for the project.

The services covered by this agreement shall commence May 29, 2019 and end June 30, 2020. The contract is an hourly, not to exceed fee of \$17,064 based off a Class 3 inspector rate of \$79.00 an hour. The contract hourly rate shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

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

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Vital Inspection Services, Inc. – Project Inspector Services for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College as presented.

Fiscal Impact:	\$17,064	Board Date: May 28, 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	

# Board Agreement Summary

**Board Date: 5/28/19**

Project: Barrier Removal Paper Towel Dispenser Replacement

Site: **Santiago Canyon College**

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Consultants: **Vital Inspection Services, Inc.**

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Type of Service: Project Inspector Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$17,064.00		5/29/2019		6/30/2020
<b>Total Agreement Amount</b>	<b>\$17,064.00</b>				

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**AGREEMENT NO: 0346.00/ DESCRIPTION:**

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This agreement #0346.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$17,064.00**

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**Contract End Date:** **6/30/2020**

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

<b>To:</b>	Board of Trustees	<b>Date:</b> May 28, 2019
<b>Re:</b>	Approval of Amendment to Agreement with Lionakis - Architectural Services for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College	
<b>Action:</b>	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On June 13, 2016, the Board of Trustees approved an agreement with Lionakis for the barrier removal paper towel dispenser replacement project at Santiago Canyon College. The project consists of the removal and replacement of existing paper towel dispensers in eight buildings at Santiago Canyon College, and the replacement with new electrical paper towel dispensers and hand dryers so that they are mounted at proper accessible heights. This project is necessary as a result of the Blaser legal settlement. The extension of time is needed due to the phased construction implementation for the project. The project will be constructed in two phases. The first phase will include the Humanities Building, the Library and the Science Center and is anticipated to occur this summer. The second phase will include Building D, Building E, Building G and Concession Stand and is anticipated to occur during the winter break. To see original agreement, please [click here](#).

**ANALYSIS:**

The services covered by this agreement commenced on June 14, 2016 and the new end date has been revised from June 30, 2019 to June 30, 2020. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$81,178.

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

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Lionakis - Architectural Services for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College as presented.

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

# Board Agreement Summary

**Board Date: 5/28/19**

Project: Barrier Removal Paper Towel Dispenser Replacement

Site: **Santiago Canyon College**

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Consultants: **Lionakis**

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Type of Service: Architectural Services

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Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$73,150.00	\$5,000.00	6/14/2016		6/30/2017
Amendment #1	\$3,028.00				6/30/2018
Amendment #2					6/30/2019
Amendment #3					6/30/2020
<b>Total Agreement Amount</b>	<b>\$81,178.00</b>				

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**AGREEMENT NO #0188.00/ DESCRIPTION:**

Amendment #3 for an extension of time only.

This agreement #0188.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:**

**N/A**

**Contract End Date:**

**6/30/2020**

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**THIRD AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **29th** day of **May** in the year **2019**, between **LIONAKIS**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0188.00 entered into on June 13, 2016, amended on May 15, 2017, and May 14, 2018, to provide architectural services for the ADA Paper Towel Dispenser Replacement project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
  - 1. By extending the contract completion date from June 30, 2019 to be through June 30, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0188.00, effective June 14, 2016, shall remain in full force and effect.

**LIONAKIS**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

**COPIES TO:**

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director of Purchasing Services



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

To:	Board of Trustees	Date: May 28, 2019
Re:	Award of Bid #1369 – Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is an approval for the award of Bid #1369 for the Barrier Removal Paper Towel Dispenser Replacement project at Santiago Canyon College. The project consists of the removal and replacement of existing paper towel dispensers in eight buildings at Santiago Canyon College, and the replacement with new electrical paper towel dispensers and hand dryers so that they are mounted at proper accessible heights. This project is necessary as a result of the Blaser legal settlement. The bid is for the installation and labor services only as the purchase of the paper towel dispensers (28) and hand dryers (39) is under a separate contract provided to the contractor from the District as an owner furnished item. The contractor will also be installing electrical conduits from the existing electrical panels for the new accessories. The project will be constructed in two phases. The first phase will include the Humanities Building, the Library and the Science Center and is anticipated to occur this summer. The second phase will include Building D, Building E, Building G and Concession Stand and is anticipated to occur during the winter break.

**ANALYSIS:**

Bid #1369 for the Barrier Removal Paper Towel Dispenser Replacement project at Santiago Canyon College was advertised in the Orange County Register on March 24, 2019 and March 31, 2019. A Notice Inviting Formal Bids was sent to the trade journals and to 105 contractors from the District's qualified contractors list on March 22, 2019.

A mandatory job walk was conducted on April 4, 2019 and there were 11 attendees. Bids were opened on April 23, 2019, as noted on the attached bid summary. The District received four bids for the project. R Dependable Const, Inc. (San Bernardino) submitted the lowest responsive bid in the amount of \$227,600. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1369 to R Dependable Const, Inc.

The anticipated start date is June 10, 2019. The estimated construction duration is 245 calendar days.

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

**RECOMMENDATION:**

It is recommended that the Board of Trustees award Bid #1369 to R Dependable Const, Inc. for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College as presented.

Fiscal Impact:	\$227,600	Board Date: May 28, 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 and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

<b>BID #1369</b>	<b>PROJECT:</b> Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College	<b>TIME: 2:00 P.M.</b> <b>DATE: April 23, 2019</b>
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<b>BIDDERS</b>	<b>TOTAL BASE BID AMOUNT</b>
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R Dependable Const, Incorporated 1019 West 3 <sup>rd</sup> Street, Suite B San Bernardino, CA 92410	\$227,600
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Newbuild Construction & Restoration, Incorporated 625 West Katella Avenue, Unit 27 Orange, CA 92867	\$346,000
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SD Remodeling, Incorporated P.O. Box 1488 Rancho Santa Fe, CA 92067	\$379,100
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Platinum Construction, Incorporated 10581 Chestnut Avenue Stanton, CA 90680	\$798,494
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**4 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Award of Bid #1370 – Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is an approval for the award of Bid #1370 for the Learning Resources Center (LRC) Drywall Repair project at Santiago Canyon College. The building was constructed in 2004-2006 and over time cracks have appeared on drywall located in first floor offices and on second floor reading rooms which have increased in size. The District hired structural engineers to investigate the issue to determine the cause. It was determined in 2018 that the drywall surface cracking is superficial and does not pose a safety concern but it appears the drywall was not originally installed with the proper wall attachment in these locations. The District requested that the structural engineer provide the attachment details to mitigate the drywall surface cracking to correct the problem so that the District can undertake a proper repair. The corrective action involves removing portions of the drywall in the affected areas, installing the wall attachment detail per the structural engineer's recommendation and replacing with new drywall. The District recommends proceeding with the corrective work to fix the drywall in these locations or it will continue to be a pervasive aesthetic problem for the users in the Library building. The project consists of the repair of the distressed/cracked non-bearing partition walls in the LRC at the first floor offices and second floor reading rooms. The repair work includes the installation of new drywall, slip track and paint. These repairs are scheduled to be completed this summer, which includes late shift hours and weekends.

**ANALYSIS:**

Bid #1370 for the Learning Resources Center (LRC) Drywall Repair project at Santiago Canyon College was advertised in the Orange County Register on March 31, 2019 and April 7, 2019. A Notice Inviting Formal Bids was sent to the trade journals and to 108 contractors from the District's qualified contractors list on March 28, 2019.

A mandatory job walk was conducted on April 10, 2019 and there were 12 attendees. Bids were opened on May 1, 2019, as noted on the attached bid summary. The District received three bids for the project. R Dependable Construction, Inc. (San Bernardino) submitted the lowest responsive bid in the amount of \$154,000. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1370 to R Dependable Const, Inc.

The anticipated start date is June 10, 2019. The estimated construction duration is 44 calendar days.

This project is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees award Bid #1370 to R Dependable Const, Inc. for Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College as presented.

Fiscal Impact:	\$154,000	Board Date: May 28, 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 and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1370**

**PROJECT:** Learning Resources Center (LRC) Drywall Repairs at Santiago Canyon College

**TIME: 2:00 P.M.**  
**DATE: May 1, 2019**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

R Dependable Const, Incorporated 1019  
West 3<sup>rd</sup> Street, Suite B  
San Bernardino, CA 92410

\$154,000

C T G Construction, Incorporated dba C T Georgiou Painting, Company  
433 Lecouvreur Avenue  
Wilmington, CA 90744

\$235,000

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

\$239,000

**3 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Ratification of Award of Bid #1371 - Proposition 39 Year 5 U Portables HVAC Upgrades Phase 2 at Santiago Canyon College	
Action:	Request for Ratification	

**BACKGROUND:**

This is a ratification for the award of Bid #1371 for the Proposition 39 Year 5 U Portables HVAC Upgrades Phase 2 project at Santiago Canyon College. On November 6, 2012, Proposition 39 was passed by the voters that will provide energy efficient project funds for the California K-12 and community colleges for a period of five years. Rancho Santiago Community College District (District) has been awarded Proposition 39 funds in addition to qualifying for possible energy rebates through the California Community College Investor Owned Utilities (CCCIU) program. The District to date has completed all five years of projects associated with funding from Proposition 39. However, the District now has project savings from Proposition 39 Year 5 funds, and has created a new project to spend down the funds.

The U Portables HVAC Upgrades project at Santiago Canyon College has been reviewed by the District's energy consultant, Wildan Group, and the project includes energy saving measures and qualifies as an energy efficiency project under the Proposition 39 program. The energy efficiency recommendations include replacing the HVAC equipment with higher energy efficiency rated equipment, installing smart-technology thermostats, installing occupancy sensors to automatically shut off equipment, and installing new automatic outside air economizers to reduce cooling energy costs during optimal weather conditions. The upgrades will improve energy efficiency, performance, automate system operations, and lower maintenance costs.

The consultant's findings identified yearly minimum energy savings of 8,580 kWh/yr resulting in energy demand savings of 1.2 kW/yr. These savings are expected to increase as a result of Phase 2 of the HVAC Upgrades at Santiago Canyon College. The District provided these findings to the CCCIU and Southern California Edison for review and concurrence.

As a condition of using the available savings, the project must be completed and closed out with the state by August 30, 2019 and will need to comply with all state mandates for procurement, expenditure reporting, and auditing requirements.

**ANALYSIS:**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCAA), Bid #1371 for the Proposition 39 Year 5 U Portables HVAC Upgrades Phase 2

project at Santiago Canyon College was advertised and a Notice of Inviting Bids was sent to the trade journals and to 110 contractors from the District's qualified contractors list on April 1, 2019.

A mandatory job walk was conducted on April 5, 2019, and there were eight attendees. Bids were opened on April 24, 2019, as noted on the attached bid summary. The District received three bids for the project. Allison Mechanical, Inc. (Redlands) submitted the lowest responsive bid in the amount of \$174,999. District staff conducted a due diligence review to ensure compliance with license and bid bond requirements. After review of the bids received, the District recommends approval of award of Bid #1371 to Allison Mechanical, Inc.

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

The anticipated start date was May 10, 2019. The estimated construction duration is 80 calendar days.

The project is funded by State Proposition 39 Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees ratify the award of Bid #1371 - Proposition 39 Year 5 U Portables HVAC Upgrades Phase 2 at Santiago Canyon College as presented.

Fiscal Impact:	\$174,999	Board Date: May 28, 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 and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

<b>BID #1371</b>	<b>PROJECT:</b> Prop 39 Year 5 U Portables HVAC Upgrades Phase 2 at Santiago Canyon College	<b>TIME: 2:00 P.M.</b> <b>DATE: April 24, 2019</b>
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<b>BIDDERS</b>	<b>TOTAL BASE BID AMOUNT</b>
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Allison Mechanical, Incorporated 1968 Essex Court Redlands, CA 92373	\$174,999
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F M Thomas Air Conditioning, Incorporated 231 Gemini Avenue Brea, CA 92821	\$198,434 *Non-responsive
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RT Contractor Corporation 12864 East Dale Street Garden Grove, CA 92841	\$233,000
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**3 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Agreement with Go To Technologies, Inc. for IT Management and Transition Consulting Services	
Action:	Request for Approval	

**BACKGROUND**

In August 2018, the Information Technology Services (ITS) department hired Mr. Jorge Forero as short term employee to fill the role of Interim Director of Infrastructure and Support Services, until the District completed the screening and hiring process for a permanent replacement for this role.

The District is in the final stage of the recruitment process and anticipates having a new Director of Infrastructure and Support Services beginning employment prior to the end of the 18-19 Fiscal Year. The ITS Department is in need of consulting services to provide transitional onboarding assistance to the individual hired as Director of Infrastructure and Support Services. ITS would also like to utilize consulting services for project management assistance, and IT management improvement assessments for technical initiatives at Santa Ana College in lieu of a short term employee while the open vacancy of Director, Academic and End User Support Services is filled.

**ANALYSIS**

ITS requests approval by the Board of Trustees to enter into an agreement with Go To Technologies, Inc. for IT management and transition consulting services. Entering into an agreement with Go To Technologies would allow the District to retain Mr. Forero's services in a consultant role. Mr. Forero's continued assistance is critical to ensure a seamless transfer of institutional knowledge for the new Director of Infrastructure and Support Services and the new Director, Academic and End User Support Services. Mr. Forero's role will transition away from a short term manager position to that of a consultant providing advisory services and project transition assistance.

The contract will be set for a maximum of 1,040 hours. The contract hourly rate is \$175 per hour, which is an all inclusive rate. There will be no additional cost for travel and expenses. The total estimated cost will not exceed \$182,000. The District reserves the right to terminate the agreement by providing thirty days written notice should the project be completed ahead of schedule. The District has reviewed the rate and estimated amount of hours required and they are reasonable and sufficient to complete the work.

This project will be funded by the ITS operational budget.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with Go To Technologies, Inc. for IT Management and Transition Consulting Services as presented.

Fiscal Impact:	Not to exceed \$182,000	Board Date: May 28, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	4.13 (1)



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Go To Technologies, Inc., having its principal business address located at 28 Old Rudnick Ln, Dover, DE 19901 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on June 3, 2019, whichever is later, and shall continue in full force and effect thereafter until and including November 30, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred and Eighty-Two Thousand Dollars (\$182,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free,

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

**9. Indemnification/Hold Harmless.**

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

**10. Insurance Requirements.** Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

### Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands

and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District  
Attn: Peter J. Hardash, VC of Business/Fiscal Operations  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)  
Jesse Gonzalez  
Assistant Vice Chancellor of ITS  
2323 N. Broadway  
Santa Ana, CA 92706

Contractor: Go To Technologies, Inc  
28 Old Rudnick Lan  
Dover, DE 19901



A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from

other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee

who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

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

CONTRACTOR

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: \_\_\_\_\_

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

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

**Exhibit A**  
**Scope of Work and Detailed Schedule of Payment.**

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

See attached scope of work.



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## GO TO TECHNOLOGIES, INC.

Scope of Work for  
Rancho Santiago Community College District  
IT Management and Transition Consulting Services V4.0  
May 8, 2019

Presented by:  
Jorge Forero

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## Project Objectives

### Background

Rancho Santiago Community College District (RSCCD) is going through an IT management transition where two (2) key Director level roles have been vacated and need to be filled through the established hiring process.

### Current State

An individual has been filling the role of Interim Director of Infrastructure and Support Services while RSCCD completes the screening and hiring process for a permanent replacement.

### Business Purpose

Go To Technologies will provide transitional consulting services for the individual hired for the position of Director of Infrastructure and Support Services. Go To Technologies will also provide IT management consultant services to the Assistant Vice Chancellor of ITS in support of the open vacancy of Director, Academic and End User Support Services.

### Inclusions

- Transition of all ongoing infrastructure projects and initiatives to the Director of Infrastructure and Support Services
- Providing project management services and oversight of technical initiatives at Santa Ana College
- Provide improvement recommendations to the Assistant Vice Chancellor of ITS

### Proposed Duration

The proposed engagement will be for a full time resource to be allocated for IT management and transitional support services for a period not to exceed six (6) months in duration.

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## Deliverables

### Key Deliverables & Acceptance Criteria

Go To Technologies will provide the following items (the "Go To Technologies Materials") to Customer during the Engagement to review and approve in accordance with the acceptance process set forth below:

Deliverable	Acceptance Criteria
Transition Plan to the new Director of Infrastructure and Support Services	<ul style="list-style-type: none"> <li>▫ Reviewed and approved by new Director and Assistant Vice-Chancellor of ITS</li> </ul>
Detailed Project Plans for ongoing Projects/Initiatives	<ul style="list-style-type: none"> <li>▫ Reviewed and approved by new Director and Assistant Vice-Chancellor of ITS</li> </ul>
Support Plan for the open position of Director, Academic and End User Support	<ul style="list-style-type: none"> <li>▫ Reviewed and approved by new Director and Assistant Vice-Chancellor of ITS</li> </ul>
Transition plan for the new Director, Academic and End User Support	<ul style="list-style-type: none"> <li>▫ Reviewed and approved by new Director and Assistant Vice-Chancellor of ITS</li> </ul>

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## Change Management

Once the Statement of Work is approved, the project's scope and approach will be considered baselined. However, as the project progresses, there may be future requests for modifications to be made to the project's scope, schedule, budget, etc. Since changes present additional risks to the project, a project change request and management process will be followed to ensure that proposed changes will be properly identified, assessed, understood and approved before being accepted. The purpose of this process would be to minimize and control risk in the project; not to prevent change.

The Customer and Go To Technologies will fill out the "Change Management Work Order" form for any project changes. The Go To Technologies Project Manager will facilitate this change.

## Fees and Payment

All consulting services related to this project as outlined in this Scope of Work, shall be performed on a time and materials basis not to exceed **One Hundred and Eighty-Two Thousand Dollars (\$182,000.00)**

The applicable billing rate for the consultant shall be at the rate set forth in the table below. Consulting services are estimated and billed on an hourly basis, based upon an eight (8) hour workday, forty (40) hour week per consultant. All overtime shall be billed at the same hourly rate as regular time for each consultant.

There will be no additional cost for travel and expenses as the billable rate is all-inclusive.

### Consulting Services Rates

The billable rate below is in US dollars currency.

GO TO TECHNOLOGIES RESOURCES	ESTIMATED BILLABLE HOURS	HOURLY RATE	TOTAL
IT Management Consultant	1040	\$175.00	\$ 182,000.00
<b>Total</b>			<b>\$ 182,000.00</b>

This engagement will not exceed a total of 1040 hours.

## Payment Terms, Expense and Taxes

### Payment Terms

- A. All invoices are to be paid Net 30 from the time of receipt
- B. Invoices will be submitted on a bi-weekly basis on the Monday following the established work week.
- C. All invoices shall be Submitted to:

Company Name: Rancho Santiago Community College District  
 Accounts Payable Department  
 Address: 2323 N. Broadway  
 Santa Ana, CA 92706

Telephone Number.:  
 Email:

### Expenses

- A. There will be no additional charges for travel or expenses in this engagement.



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

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Agreement Renewal with Competitive Edge Software, LLC, dba Omnigo Software	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District has utilized the services of Competitive Edge Software, LLC dba Omnigo Software for District Safety and Security Department's incident reporting system. The software enables safety staff at SAC, SCC and other District locations to track, report, and analyze calls for dispatch service. The Omnigo software is the most cost effective tool to identify trends, recognize threats and allocate resources effectively resulted in quicker response times to incidents within the District.

**ANALYSIS**

By renewing the agreement, RSCCD will consistently maintain a data repository that staff uses to log, track and report incidents. Safety and security staff will be able to maintain continuity from shift to shift, between officers, and easily share details of daily events and incidents. With this information, the department is able to develop strategic prevention approaches and deploy resources to better serve the District and community.

The renewal of this agreement is for the period February 12, 2019 through February 11, 2020 at a rate not to exceed \$15,228. Last year's renewal cost was \$15,303. The District Safety and Security Department operating budget will support the costs of this service.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement renewal with Competitive Edge Software, LLC dba Omnigo Software as presented.

Fiscal Impact:	\$15,228 (not to exceed)	Board Date: May 28, 2019
Prepared by:	Michael Toledo, Interim Chief of District Safety and Security	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**Competitive Edge Software, LLC dba Omnigo Software**  
**Rancho Santiago Community College District**  
*Omnigo Software Sales Agreement Addendum*

This addendum is a modification of the Omnigo Software Sales Agreement dated July 26, 2018 between Competitive Edge Software, LLC dba Omnigo Software (Vendor) and Rancho Santiago Community College District. (Customer).

**AGREEMENTS:**

1. Per contract dated July 26, 2018:
  - a. The next renewal term per Addendum C is February 12, 2019 through February 11, 2020
  - b. Annual Fee for this renewal term is \$15,228.00
2. Competitive Edge Software, LLC is now Omnigo Software, LLC.

All other provisions of the original Agreement remain in effect.

In Witness whereof, the parties hereto have caused this Agreement to be duly executed, as of the day and year above written. The individuals, whose endorsements follow, have the right and authority to contractually bind their respective parties.

Agreed and Accepted by:  
Omnigo Software, LLC:

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

Printed Name: \_\_\_\_\_

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

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

Authorized Agent of Customer:

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

Printed Name: \_\_\_\_\_

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

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

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

To: Board of Trustees	Date: May 28, 2019
Re: Approval of Second Renewal Addendum to Agreement with LiveSafe, Inc.	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District has utilized the services of LiveSafe, Inc. for District Safety and Security Department's efforts in providing real time communication capability between campus safety and the campus community. The LiveSafe mobile App allows mobile users to initiate contact with campus safety using text, picture, video, and audio.

**ANALYSIS**

Since 2016, RSCCD has been using LiveSafe to provide students, faculty and staff a tool which allows them to share information, summon for emergency help and access emergency information. LiveSafe mobile app empowers students, faculty, and employees to be in control of their own safety. By renewing the agreement, RSCCD will continue to provide the campus community a quick, convenient, and discreet way to communicate directly with the District Safety and Security Department.

The renewal of this agreement is for a period of one year ending on May 16, 2020 at a rate not to exceed \$30,000. Last year's renewal cost was \$30,000. The District Safety and Security Department operating budget will support the costs of this service.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the second renewal addendum to the agreement with LiveSafe, Inc.

Fiscal Impact:	\$30,000 (not to exceed)	Board Date: May 28, 2019
Prepared by:	Michael Toledo, Interim Chief of District Safety and Security	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**Second Renewal Addendum**  
**to**  
**LiveSafe, Inc. Hosted Services Agreement**

WHEREAS, LiveSafe and the undersigned Customer have entered into a Hosted Services Agreement with an Effective Date of May 17, 2016, for a term of two years (the "Agreement");

WHEREAS, LiveSafe and Customer entered into a renewal addendum for a period of one (1) year ending on May 16, 2019 ("First Renewal Addendum");

WHEREAS, such First Renewal Addendum also amended the Agreement so that there would no longer be automatic renewal but, instead, optional one year Renewal Term(s); and

WHEREAS, Customer desires to renew the Agreement for an additional one (1) year period upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. All capitalized terms not otherwise defined herein shall have the same meanings given to them in the Agreement.

2. In accordance with Section 8.1 of the Agreement (as amended), Customer hereby elects to renew the Agreement for an additional one (1) year period commencing May 17, 2019 and terminating on May 16, 2020 (the "Second Renewal Term").

3. Notwithstanding anything in the Agreement to the contrary, the Annual Fee for the Second Renewal Term shall be Thirty Thousand Dollars (\$30,000), which shall be due and payable on or prior to July 1, 2019.


4. Except as amended hereby, all other terms and conditions of the Agreement (including the Cover Sheet and the Terms and Conditions attached as Appendix A thereto) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal Addendum as of the 17<sup>th</sup> day of May, 2019.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
("CUSTOMER")**

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

**LIVESAFE, INC.**

By:  \_\_\_\_\_  
Name: Carolyn J. Parent \_\_\_\_\_  
Title: Chief Executive Officer and President

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

To:	Board of Trustees	Date: May 28, 2019
Re:	Adoption of Resolution No. 19-10 – Declaring the Futility of Public Bidding for Certain Additional Landscaping Services at Santiago Canyon College, and Approving a Change Order for That Work	
Action:	Request for Adoption	

**BACKGROUND:**

On June 30, 2018, the five year contract for landscape maintenance at Santiago Canyon College expired. The District went to bid for the continuation of this service up to an additional five years, however, the Board of Trustees was asked to reject all bids as the bids received exceeded the budget established by Santiago Canyon College for this project.

**ANALYSIS:**

The District engaged the services of Facility Planning and Program Services to engage an expert in the landscape maintenance field to provide an assessment and plan for the college to implement a campus-based classified employee workforce and identification of the necessary tools and equipment in an effort to properly maintain the grounds at Santiago Canyon College and eliminating the need to outsource this work.

During the assessment period the college requested quotes for temporary continuing landscape maintenance to handle the day-to-day work in order to allow the time necessary to implement the in-house grounds department. The District contracted with Mariposa Landscape to provide services for a four month contract term with a fiscal impact of \$83,468.

The college faced some delays in the hiring of the employees and exceeded the four month term by two weeks which resulted in an additional cost of \$10,433.50. The additional cost exceeds the bid limit and the 10% maximum allowed by Public Contract Code section 20651. In consultation with legal counsel, Kimble Cook and Philip Henderson of Orbach Huff Suarez & Henderson, the District was advised that a Resolution Declaring the Futility of Public Bidding and Approval of a Change Order was necessary to make final payment to the vendor for services rendered.

Resolution No. 19-10 and Change Order #1 increases the contract by \$10,433.50. The revised contract amount is \$93,901.50. The costs indicated is considered fair and reasonable for the additional services provided during the extension of the two week period.

This additional cost will be funded by the Santiago Canyon College operating budget.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 19-10, Declaring the Futility of Public Bidding for Certain Additional Landscaping Services at Santiago Canyon College and Approving a Change Order for That Work as presented.

Fiscal Impact:	\$10,433.50	Board Date: May 28, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

**Resolution No. 19-10 Declaring the Futility of Public Bidding for Certain  
Additional Landscaping Services at Santiago Canyon College, and  
Approving a Change Order for That Work**

**WHEREAS**, Rancho Santiago Community College District (“District”) Board Policy 6332 and Public Contract Code section 20651 require the District to let contracts involving an expenditure of more than \$92,600 for the purchase of equipment, materials, supplies, and services, including maintenance services; and

**WHEREAS**, in October 2018, the District solicited quotes for qualified landscape maintenance companies to provide weekly landscape maintenance services for Santiago Canyon College (“SCC”) on a month-to-month basis for up to four months; and

**WHEREAS**, on or about December 5, 2018, the District and Mariposa Landscapes, Inc. (“Contractor”) entered into a Field Services Agreement (“Contract”) for Contractor to provide four (4) months of landscaping services at SCC at a monthly cost of \$20,867, for a total Contract price of \$83,468 and

**WHEREAS**, Contractor’s month-to-month landscape and maintenance services were anticipated to continue for a period of up to four months to allow SCC to implement its own campus-based landscape maintenance services; and

**WHEREAS**, Contractor began performing landscaping services at SCC in December 2018, and thereafter performed weekly landscaping services through the end of April 2019, which left the landscaping services for the last two weeks of April 2019 in the amount of \$10,433.50, unfunded, (the “4/15-4/30/19 landscaping services”); and

**WHEREAS**, additional time was and is necessary to implement campus-based classified employee workforce landscape maintenance services at SCC, necessitating the 4/15-4/30/19 landscaping services; and

**WHEREAS**, Public Contract Code section 20651 states that a community college district may, “authorize the contractor to proceed with performance of the change or alteration [to a contract] without the formality of securing bids, if the cost so agreed upon does not exceed the greater of: (a) The amount specified in Section 20651. . . ; or (b) Ten percent of the original contract price;” and

**WHEREAS**, California law provides that, “Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 2 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631.); and

**WHEREAS**, bidding the 4/15 – 4/30/19 landscaping services would not have affected the final result to the District except for the delay in having the landscaping services performed and to further increase the cost of the landscaping; and

**WHEREAS**, bidding the 4/15 – 4/30/19 landscaping services would not produce an advantage to the District as Contractor was already mobilized with forces at SCC and was familiar with the existing conditions at the campus, as well as the District landscaping and maintenance specifications; and

**WHEREAS**, the time to solicit quotes bidding the 4/15 – 4/30/19 landscaping services would mean that the District would be without essential landscaping services for up to forty-five days to allow for time for a job walk and advertising; and

**WHEREAS**, the cost of the 4/15 – 4/30/19 landscaping services are less than the public bidding threshold for goods and services of \$92,600 as specified by Public Contract Code section 20651.

**NOW THEREFORE**, the Board of Trustees of the Rancho Santiago Community College District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the reasons stated above, public bidding the 4/15-4/30/19 landscaping services at Santiago Canyon College would not produce an advantage to the District and would produce a net burden and distinct disadvantage to the District due to the delays in publicly bidding the 4/15 – 4/30/19 landscaping services.
3. The cost of the 4/15 – 4/30/19 landscaping services are less than the public bidding threshold for goods and services of \$92,600 as specified by Public Contract Code section 20651.
4. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the 4/15 – 4/30/19 landscaping services.
5. That the Board hereby approves the attached Change Order to compensate Contractor for the 4/15 – 4/30/19 landscaping services at a cost not to exceed \$10,433.50, and without further advertising for or inviting of bids.
6. That the Chancellor or his designee is authorized to take all steps and perform all actions necessary to execute and implement the attached Change Order.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 28<sup>th</sup> of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

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President of the Board of Trustees  
Rancho Santiago Community College District

I, Zeke Hernandez, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 28<sup>th</sup> of May 2019, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 28<sup>th</sup> day of May, 2019.

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Clerk of the Board of Trustees  
Rancho Santiago Community College District



P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-B0001611	03/25/19	79	Auxiliary Services Office	Other Operating Exp & Services	ALLSTAR COPY FAX	140.02
19-B0001613	03/26/19	72	Student Development	Transportation - Student	TRAVEL TRAVEL	1,800.00
19-B0001614	03/26/19	79	Exercise Sci & Athletic Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	661.73
19-B0001615	04/01/19	72	Student Development Office	Other Participant Travel Exp	WELLS FARGO BANK	3,310.72
19-B0001616	04/03/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	ORANGE COUNTY COUNCIL, BOY SCOUTS OF AMERICA	2,045.00
19-B0001617	04/03/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MCKESSON GENERAL MEDICAL CORP	5,049.67
19-B0001618	04/03/19	79	A&R Office - Credit	Non-Instructional Supplies	CDW GOVERNMENT INC.	365.49
19-B0001619	04/09/19	79	Admissions & Records	Equip-Tablet/Laptop>\$200<\$1000	SHI INTERNATIONAL CORP	33.40
19-B0001620	04/09/19	71	Student Life & Leadership	Other Operating Exp & Services	ALBERTSONS/SAFEWAY	800.00
19-B0001621	04/09/19	79	A&R Office - Credit	Non-Instructional Supplies	JOSTENS	7,594.40
19-P0056262	03/25/19	11	Maintenance & Operations	Contracted Services	DE LA TORRE COMMERCIAL	1,200.00
19-P0056263	03/25/19	41	Facility Planning Office	Non-Instructional Supplies	VERSARE SOLUTIONS, LLC	440.70
19-P0056264	03/25/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	SIDEPATH INC	63,577.11
19-P0056265	03/25/19	33	EHS Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	101.71
19-P0056266	03/25/19	11	Digital Media Center	Maint/Oper Service Agreements	RUTH J. COSSIO-MUNIZ	675.00
19-P0056267	03/25/19	12	Nursing	Instructional Supplies	POCKET NURSE	3,969.90
19-P0056268	03/25/19	11	Maintenance	Contracted Repair Services	ACCO ENGINEERED SYSTEMS INC	8,680.00
19-P0056269	03/25/19	12	Sci, Math, Health Sci Office	Instructional Supplies	VERNIER SOFTWARE & TECHNOLOGY LLC	2,766.49
19-P0056270	03/25/19	12	Nursing	Equip-All Other >\$1,000<\$5,000	DIAMEDICAL USA EQUIPMENT, LLC	2,827.45
19-P0056271	03/25/19	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	2,689.42
19-P0056272	03/25/19	12	Biology	Equip-All Other >\$1,000<\$5,000	PMS INSTRUMENT COMPANY	5,274.37
19-P0056273	03/25/19	33	EHS Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	256.66
19-P0056274	03/25/19	12	Kinesiology - Physical Educ	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	504.81
19-P0056276	03/25/19	12	Financial Aid Office	Non-Instructional Supplies	EAGLE GRAPHICS INC	1,813.80
19-P0056277	03/25/19	12	Financial Aid Office	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	1,107.24
19-P0056278	03/25/19	12	Library Services	Library Books	AMAZON COM	11,900.00
19-P0056279	03/25/19	12	Biology	Supplies Paid for Students	CAROLINA BIOLOGICAL SUPPLY CO	108.27
19-P0056280	03/25/19	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	69.43
19-P0056281	03/25/19	12	Biology	Food and Food Service Supplies	SMART & FINAL	750.00
19-P0056282	03/25/19	12	EOPS	Conference Expenses	WMK SACRAMENTO LLC	327.18
19-P0056283	03/25/19	12	LA/OC Regional Consortia	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	2,193.70
19-P0056284	03/25/19	12	EOPS	Conference Expenses	FOUNDATION FOR CALIFORNIA	200.00
19-P0056285	03/25/19	13	Santiago Canyon College	Other Participant Travel Exp	JARED A. KUBICKA-MILLER	14,217.96
19-P0056286	03/25/19	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	26,326.55
19-P0056287	03/25/19	12	Family & Consumer Studies	Software License and Fees	COLDESI INC	3,478.69
19-P0056288	03/25/19	12	Continuing Education Division	Conference Expenses	PHUONG T. NGUYEN	295.00
19-P0056289	03/25/19	12	Academic Affairs Office	Instructional Supplies	KELLY PAPER	2,736.85
19-P0056290	03/25/19	12	EOPS	Fees Paid for Students	PHI THETA KAPPA	180.00
19-P0056291	03/25/19	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	6,000.00
19-P0056292	03/25/19	33	CDC Centennial Education Ctr	Instructional Supplies	LAKESHORE LEARNING MATERIALS	5,954.00
19-P0056293	03/25/19	13	Maintenance	Non-Instructional Supplies	HOME DEPOT	2,400.00
19-P0056294	03/26/19	12	Resource Development	Non-Instructional Supplies	JOY S. DALAUIDAO HERMSEN	592.48

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03/24/19 thru 04/20/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056295	03/26/19	12	Orientation/Coord/Training	Non-Instructional Supplies	SAFEGUARD BUSINESS SYSTEMS	2,812.25
19-P0056296	03/26/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	MY T PRINT INC	1,940.57
19-P0056297	03/26/19	13	Santiago Canyon College	Non-Instructional Supplies	HOLIDAY SKATE CENTER, LLC	700.00
19-P0056298	03/26/19	12	Academic Affairs Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	915.44
19-P0056299	03/26/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	DENNIS JAMES CLEEK	2,000.00
19-P0056300	03/26/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	DON BOOKSTORE	145.46
19-P0056301	03/26/19	12	Student Development	Other Exp Paid for Students	PLAQUE MAKER.COM	1,158.31
19-P0056302	03/26/19	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,687.88
19-P0056303	03/26/19	12	Biology	Instructional Supplies	MODERN BIOLOGY INC	599.48
19-P0056304	03/26/19	12	Biology	Instructional Supplies	EDVOTEK	838.38
19-P0056305	03/26/19	12	Business Division Office	Instructional Software	LIVEBINDERS INC	99.50
19-P0056306	03/26/19	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	1,020.57
19-P0056307	03/26/19	12	Biology	Instructional Supplies	BIOLOG INC	1,743.32
19-P0056308	03/26/19	13	Santiago Canyon College	Contracted Services	RISE INTERPRETING, INC.	266.60
19-P0056309	03/26/19	12	Student Equity	Non-Instructional Supplies	SABERS RENA	317.91
19-P0056310	03/26/19	12	Student Development	Other Exp Paid for Students	HYATT CORPORATION	8,234.00
19-P0056311	03/26/19	12	Student Equity	Non-Instructional Supplies	DON BOOKSTORE	879.24
19-P0056312	03/26/19	13	Santiago Canyon College	Non-Instructional Supplies	SYRUS OLAMAI	657.28
19-P0056313	03/26/19	13	Santiago Canyon College	Non-Instructional Supplies	DON BOOKSTORE	727.31
19-P0056314	03/26/19	12	Student Equity	Food and Food Service Supplies	JOVANNYS A. MEJIA	72.45
19-P0056315	03/26/19	33	CDC Administration	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	1,588.04
19-P0056316	03/26/19	12	Biology	Instructional Supplies	VWR FUNDING INC	1,758.95
19-P0056317	03/26/19	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,477.67
19-P0056318	03/26/19	12	Student Equity	Non-Instructional Supplies	JOVANNYS A. MEJIA	807.48
19-P0056319	03/26/19	11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	1,422.20
19-P0056320	03/26/19	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	6,489.12
19-P0056321	03/26/19	12	Student Placement	Food and Food Service Supplies	JAYS CATERING	733.45
19-P0056322	03/26/19	11	Digital Media Center	Contracted Services	PYRO-COMM SYSTEMS INC	1,025.00
19-P0056323	03/26/19	12	Fine & Performing Arts Office	Instructional Supplies	PCE PRODUCTIONS INC.YPACIFIC COAST ENTERTAINME	750.00
19-P0056324	03/26/19	12	Counseling	Non-Instructional Supplies	EAGLE GRAPHICS INC	1,905.52
19-P0056325	03/26/19	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	1,040.27
19-P0056326	03/27/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,299.99
19-P0056327	03/27/19	12	Paralegal	Non-Instructional Supplies	HAGGARTY PRINTING INC	2,455.11
19-P0056328	03/27/19	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,875.48
19-P0056329	03/27/19	12	CJ/Academies	Instructional Supplies	DUMMIES UNLIMITED INC	1,609.31
19-P0056330	03/27/19	12	Reprographics	Instructional Supplies	KELLY PAPER	2,327.40
19-P0056331	03/27/19	12	Continuing Education Division	Transportation - Student	CERTIFIED TRANSPORTATIONS	1,836.12
19-P0056332	03/27/19	12	LA/OC Regional Consortia	Conference Expenses	MARBELLA RUIZ	500.00
19-P0056333	03/27/19	12	Biology	Equip-All Other > \$5,000	LIFE TECHNOLOGIES CORP	37,712.50
19-P0056334	03/27/19	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	419.40
19-P0056335	03/27/19	13	Assessment	Contracted Services	KRUEGER INTERNATIONAL INC.	11,905.61
19-P0056336	03/27/19	12	Sci, Math, Health Sci Office	Instructional Supplies	GENSCRIPT USA, INC.	542.85

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056337	03/27/19	12	Paralegal	Books, Mags & Subscrip-Non-Lib	WELLS FARGO BANK	421.12
19-P0056338	03/27/19	11	Safety & Security Office	Conference Expenses	ORANGE COUNTY SHERIFFS	20.00
19-P0056339	03/27/19	12	Public Affairs/Gov Rel Office	Online Training Courses	NCMPR NATL COUNCIL FOR MARKETING	150.00
19-P0056340	03/27/19	11	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	100.00
19-P0056341	03/27/19	33	EHS Administration	Conference Expenses	CA HEAD START ASSOC.	225.00
19-P0056342	03/27/19	13	Workforce Education	Conference Expenses	MOUNT SAN ANTONIO COLLEGE	75.00
19-P0056343	03/27/19	13	Workforce Education	Conference Expenses	MOUNT SAN ANTONIO COLLEGE	75.00
19-P0056344	03/27/19	12	Fine & Performing Arts Office	Instructional Supplies	DEMCO INC	640.05
19-P0056345	03/28/19	12	Student Development	Conference Expenses	SOCAL WESTOP	175.00
19-P0056346	03/28/19	12	Continuing Education Division	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	975.00
19-P0056347	03/28/19	12	EOPS	Other Exp Paid for Students	TOWN AND COUNTRY RESORTYAND CONVENTION CEN'	141.01
19-P0056348	03/28/19	12	EOPS	Other Exp Paid for Students	SCHOOL DATEBOOKS	997.56
19-P0056349	03/28/19	12	Biology	Non-Instructional Supplies	FISHER SCIENTIFIC	799.40
19-P0056350	03/28/19	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	436.39
19-P0056351	03/28/19	12	Biology	Instructional Supplies	VWR FUNDING INC	1,404.07
19-P0056352	03/28/19	11	Maintenance	Non-Instructional Supplies	SCHORR METALS INC	1,000.00
19-P0056353	03/28/19	12	Sci, Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	1,803.46
19-P0056354	03/28/19	12	CJ/Academies	Instructional Supplies	M F ATHLETIC COMPANY INC	422.14
19-P0056355	03/28/19	11	Maintenance	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	400.00
19-P0056356	03/28/19	11	Safety & Security Office	Conference Expenses	IXII GROUP, INC	296.00
19-P0056357	03/28/19	12	Veterans Resource Center	Other Participant Travel Exp	WELLS FARGO BANK	2,571.00
19-P0056358	03/28/19	12	Upward Bound	Food and Food Service Supplies	JAYS CATERING	1,024.00
19-P0056359	03/28/19	11	Safety & Security Office	Contracted Services	COUNTY OF ORANGE	1,750.00
19-P0056360	03/28/19	12	Academic Computing	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	714.67
19-P0056361	03/28/19	13	President's Office	Advertising	25TH HOUR COMMUNICATIONS	1,000.00
19-P0056362	03/28/19	12	Student Equity	Food and Food Service Supplies	SANTIAGO HILLS AUTO SPA INC	137.50
19-P0056363	03/28/19	12	CJ/Academies	Instructional Supplies	COULTER VENTURES, LLC	11,107.92
19-P0056364	03/28/19	12	CJ/Academies	Instructional Supplies	MIDWEST SPORTS SUPPLY, INC.	76.90
19-P0056365	03/28/19	12	CJ/Academies	Instructional Supplies	BOYDD PRODUCTS, INC.	646.50
19-P0056366	03/28/19	12	Chemistry	Instructional Supplies	TURNING TECHNOLOGIES LLC	3,985.54
19-P0056367	03/28/19	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	238.05
19-P0056368	03/28/19	12	Family & Consumer Studies	Instructional Supplies	OMNIPRINT INTERNATIONAL INC	3,549.00
19-P0056369	03/28/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	SOL SOURCE, INC.	15,339.72
19-P0056370	03/28/19	13	Psychology	Contracted Services	APCO GRAPHICS INC	442.80
19-P0056371	03/28/19	12	Automotive Technology/Engine	Instructional Supplies	CARQUEST AUTO PARTS	700.00
19-P0056372	03/28/19	12	Orientation/Coord/Training	Rental - Other (Short-term)	CREATE A PARTY, INC.	10,477.09
19-P0056373	03/28/19	12	Family & Consumer Studies	Instructional Supplies	ORANGE COUNTY INDUSTRIALYSEWING MACHINE CO	643.44
19-P0056374	03/28/19	12	Engineering	Instructional Supplies	AMAZON COM	1,545.38
19-P0056375	03/28/19	11	Safety & Security Office	Non-Instructional Supplies	SOS SURVIVAL PRODUCTS	312.59
19-P0056376	03/28/19	12	Resource Development	District Business/Sponsorships	CCCAOE CALIF COM COLL ASSOC	9,000.00
19-P0056377	03/28/19	12	Learning Support Center	Instructional Supplies	APPERSON	615.91
19-P0056378	03/28/19	11	Maintenance	Non-Instructional Supplies	RICHARD L. DORSEY	985.91

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056379	03/28/19	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	BESTWAY LAUNDRY SOLUTIONS	2,067.96
19-P0056380	03/28/19	12	Resource Development	Contracted Services	LEBAUDOUR AUDREY	376.58
19-P0056381	03/28/19	12	Resource Development	Contracted Services	MERITMARK, LLC	377.90
19-P0056382	03/28/19	12	Resource Development	Contracted Services	SANTAMARIA CARLOS	400.22
19-P0056383	03/28/19	12	Resource Development	Contracted Services	POLIS ADILENE	861.49
19-P0056384	03/28/19	11	Educational Services Office	Non-Instructional Supplies	KRUEGER INTERNATIONAL INC.	665.89
19-P0056385	03/28/19	12	Resource Development	Contracted Services	SOLVASON NANETTE	568.55
19-P0056386	04/01/19	11	Maintenance & Operations	Contracted Services	PROFESSIONAL PLUMBING &	2,095.00
19-P0056387	04/01/19	13	Human Resources Office	Contracted Services	APPLE NINE HOSPITALITY MANAGEMENT INC	3,795.86
19-P0056388	04/01/19	12	Career Ed & Work Dev Office	Conference Expenses	MICHELLE K. KIMMEL	700.00
19-P0056389	04/01/19	11	Fire Technology	Contracted Repair Services	BEARCOM	1,984.95
19-P0056390	04/01/19	11	Information Tech Svcs Office	Conference Expenses	RUBEN T. HERNANDEZ	1,234.60
19-P0056391	04/01/19	13	Maintenance	Contracted Repair Services	XLNT TINT OF ANAHEIM, INC.	2,100.00
19-P0056392	04/01/19	13	Maintenance	Maint/Oper Service Agreements	KT INDUSTRIES INC	18,300.00
19-P0056393	04/01/19	41	Facility Planning Office	Site Improv - Contractor Svcs	A GOOD SIGN & GRAPHICS CO	5,600.00
19-P0056394	04/01/19	11	Maintenance	Maint/Oper Service Agreements	LCS CONSTRUCTORS INC	3,500.00
19-P0056395	04/01/19	12	Library Services	Instructional Supplies	AMAZON COM	4,000.00
19-P0056396	04/01/19	12	Resource Development	Contracted Services	GREEN CARISSA MICHELE	14,540.00
19-P0056397	04/01/19	11	International Student Program	Conference Expenses	NAFSA	1,786.00
19-P0056398	04/01/19	11	District Wide Technology	Software License and Fees	PDQ.COM CORPORATION	900.00
19-P0056399	04/01/19	12	Upward Bound	Food and Food Service Supplies	LAKYSHIA M. PEREZ	1,000.00
19-P0056400	04/01/19	11	International Student Program	Conference Expenses	JETZAMINA J. TORRES	2,300.00
19-P0056401	04/02/19	11	Maintenance	Contracted Repair Services	KT INDUSTRIES INC	12,072.00
19-P0056402	04/02/19	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	6,458.24
19-P0056403	04/02/19	12	Fine & Performing Arts Office	Instructional Supplies	4 IMPRINT	1,158.08
19-P0056404	04/02/19	12	CJ/Academies	Instructional Supplies	NORTH AMERICAN RESCUE HOLDINGS, LLC	3,129.42
19-P0056406	04/02/19	33	CDC Administration	Non-Instructional Supplies	LOWES HOME IMPROVEMENT	420.09
19-P0056407	04/02/19	41	Facility Planning Office	Non-Instructional Supplies	LOWES HOME IMPROVEMENT	548.44
19-P0056408	04/02/19	12	Music	Instructional Supplies	SHAR PRODUCTS COMPANY	2,497.57
19-P0056409	04/02/19	12	Health Sciences Education	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,040.65
19-P0056411	04/02/19	13	Assessment	Contracted Services	D4 SOLUTIONS INC.	383.21
19-P0056412	04/02/19	13	Administrative Services Office	Contracted Services	WARE DISPOSAL CO INC	828.60
19-P0056413	04/02/19	12	Counseling	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	2,535.63
19-P0056414	04/02/19	12	Center for Teacher Education	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	335.50
19-P0056415	04/02/19	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	2,439.78
19-P0056416	04/02/19	11	Maintenance	Non-Instructional Supplies	SIMS ORANGE WELDING SUPPLY	500.00
19-P0056417	04/02/19	11	Maintenance	Non-Instructional Supplies	WALTERS WHOLESALE ELECTRIC CO	3,470.00
19-P0056418	04/02/19	11	Transportation	Contracted Repair Services	TURF STAR INC	1,500.00
19-P0056419	04/02/19	11	Transportation	Contracted Repair Services	ARIZONA MACHINERY	2,000.00
19-P0056420	04/02/19	11	Transportation	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	5,500.00
19-P0056421	04/02/19	11	Transportation	Contracted Repair Services	PETES ROAD SVC	3,000.00
19-P0056422	04/02/19	11	Transportation	Contracted Repair Services	MATERIAL HANDLING SUPPLY INC	2,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056423	04/02/19	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	693.55
19-P0056424	04/03/19	12	Student Equity	Other Exp Paid for Students	SVM LP	1,668.95
19-P0056425	04/03/19	12	Academic Affairs Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	83.57
19-P0056426	04/03/19	12	Academic Affairs Office	Conference Expenses	CCHH BURLINGAME LLC	403.68
19-P0056427	04/03/19	12	Academic Affairs Office	Conference Expenses	CCHH BURLINGAME LLC	448.26
19-P0056428	04/03/19	12	Upward Bound	Conference Expenses	SOCAL WESTOP	175.00
19-P0056429	04/03/19	13	Santiago Canyon College	Transportation - Student	AIRPORT VAN RENTAL INC	400.00
19-P0056430	04/03/19	12	Center for Teacher Education	Other Exp Paid for Students	DON BOOKSTORE	160.50
19-P0056431	04/03/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
19-P0056432	04/03/19	11	Sci, Math, Health Sci Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,790.29
19-P0056433	04/03/19	12	Occupational Therapy	Instructional Supplies	BONNIE P. WILLIAMS	16.91
19-P0056434	04/03/19	12	SAC Continuing Ed-Instruction	Equip-All Other >\$1,000<\$5,000	APPERSON	1,097.96
19-P0056435	04/03/19	12	Family & Consumer Studies	Instructional Supplies	SARAH H. MATHOT	104.24
19-P0056436	04/03/19	12	MESA	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	1,590.55
19-P0056437	04/03/19	12	Health Sciences Education	Books, Mags & Subscrip-Non-Lib	ELSEVIER SCIENCE	2,121.62
19-P0056438	04/03/19	12	Health Sciences Education	Books, Mags & Subscrip-Non-Lib	FA DAVIS CO	1,190.87
19-P0056439	04/03/19	12	DSPS	Software License and Fees	KURZWEIL INTELLITOOLS INC	9,000.00
19-P0056440	04/03/19	11	District Wide Technology	Non-Instructional Supplies	DELL COMPUTER	139,115.38
19-P0056441	04/03/19	11	Maintenance & Operations	Contracted Repair Services	ABSOLUTE SIGN INC	1,380.00
19-P0056442	04/03/19	12	Outreach	Food and Food Service Supplies	SMART & FINAL	1,380.00
19-P0056443	04/03/19	41	Administrative Services Office	Equip-Mod Furn > \$5,000	STRATEGIC FURNITURE GROUP	8,803.75
19-P0056444	04/03/19	11	Academic Affairs Office	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	1,909.70
19-P0056445	04/03/19	12	DSPS	Instructional Supplies	SCHOOL DATEBOOKS	1,351.01
19-P0056446	04/03/19	12	Professional Development	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	489.44
19-P0056447	04/03/19	11	Publications	Non-Instructional Supplies	WELLS FARGO BANK	102.92
19-P0056448	04/03/19	12	CJ/Academies	Instructional Supplies	MILES TACTICAL	1,109.29
19-P0056449	04/03/19	11	Maintenance	Contracted Services	PROTEK INTEGRATION, INC.	893.00
19-P0056450	04/03/19	12	Sci, Math, Health Sci Office	Instructional Supplies	SIGMA ALDRICH INC	1,763.36
19-P0056451	04/03/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	1,170.76
19-P0056452	04/03/19	12	Distance Education	Inst Dues & Memberships	OPEN EDUCATION CONSORTIUM, INC.	650.00
19-P0056453	04/03/19	12	Health Sciences Education	Instructional Supplies	POCKET NURSE	6,864.17
19-P0056454	04/03/19	11	Maintenance & Operations	Contracted Repair Services	IRVINE VALLEY AIR CONDITIONING INC	3,019.72
19-P0056455	04/03/19	12	Resource Development	Conference Expenses	WESTERN ASSOCIATION OF FOOD CHAINS, INC	157.50
19-P0056456	04/03/19	12	Student Equity	Other Exp Paid for Students	SVM LP	1,968.95
19-P0056457	04/03/19	12	MESA	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	2,622.00
19-P0056458	04/03/19	12	Resource Development	Conference Expenses	WESTERN ASSOCIATION OF FOOD CHAINS, INC	810.00
19-P0056459	04/03/19	11	District Wide Technology	Software License and Fees	OPTIV SECURITY INC	8,405.69
19-P0056460	04/03/19	13	Maintenance	Maint/Oper Service Agreements	COSCO FIRE PROTECTION INC	10,878.00
19-P0056462	04/03/19	13	Counseling Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,590.00
19-P0056463	04/03/19	12	Exercise Science	Instructional Supplies	LYTLE SCREEN PRINTING INC	1,064.57
19-P0056464	04/03/19	12	Resource Development	Contracted Services	WESTERN ASSOCIATION OF FOOD CHAINS, INC	2,430.00
19-P0056465	04/03/19	13	Santiago Canyon College	Conference Expenses	CSU BAKERSFIELD	169.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056466	04/03/19	13	Santiago Canyon College	Conference Expenses	STATELINE HOLDINGS CORP	252.46
19-P0056467	04/03/19	13	Santiago Canyon College	Conference Expenses	DEISY COVARRUBIAS	640.00
19-P0056468	04/04/19	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	LOCTEK ERGONOMIC	495.63
19-P0056469	04/04/19	13	Santiago Canyon College	Other Participant Travel Exp	CSU BAKERSFIELD	1,352.00
19-P0056470	04/04/19	13	Santiago Canyon College	Other Participant Travel Exp	STATELINE HOLDINGS CORP	1,009.84
19-P0056471	04/04/19	12	Financial Aid Office	Conference Expenses	WESTERN ASSOC OF STUDENT EMPLOYMENT	340.00
19-P0056472	04/04/19	12	Educational Services Office	Conference Expenses	WELLS FARGO BANK	369.00
19-P0056473	04/04/19	11	Board of Trustees	Books, Mags & Subscrip-Non-Lib	CAPITOL ENQUIRY	127.58
19-P0056474	04/04/19	11	International Student Program	Courier/Delivery Services	FEDEX	73.72
19-P0056475	04/04/19	13	Assessment	Contracted Services	KRUEGER INTERNATIONAL INC.	18,430.83
19-P0056476	04/04/19	12	Outreach	Non-Instructional Supplies	DON BOOKSTORE	2,551.00
19-P0056477	04/04/19	12	Student Development	Inst Dues & Memberships	THE NATL HEP/CAMP ASSOCIATION	1,500.00
19-P0056478	04/04/19	12	Biology	Advertising	25TH HOUR COMMUNICATIONS	3,000.00
19-P0056479	04/04/19	11	Athletics	Non-Instructional Supplies	D3 SPORTS INC.	279.96
19-P0056480	04/04/19	11	Athletics	Non-Instructional Supplies	LOCOCO SPORTS INC	503.74
19-P0056481	04/04/19	11	Exercise Science	Equip-All Other >\$1,000<\$5,000	MEDCO/PATTERSON MEDICAL	1,503.11
19-P0056482	04/04/19	11	Athletics	Non-Instructional Supplies	MOLTEN USA INC	528.37
19-P0056483	04/04/19	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	2,364.52
19-P0056484	04/04/19	12	Student Equity	Other Exp Paid for Students	DOING GOOD WORKS	578.82
19-P0056485	04/04/19	11	International Student Program	Non-Instructional Supplies	DON BOOKSTORE	127.15
19-P0056486	04/04/19	11	Admissions & Records	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	380.00
19-P0056487	04/04/19	12	Outreach	Food and Food Service Supplies	MY TY INC	4,500.00
19-P0056488	04/04/19	13	Publications	Non-Instructional Supplies	KELLY PAPER	4,600.00
19-P0056489	04/04/19	11	Publications	Non-Instructional Supplies	KELLY PAPER	6,200.00
19-P0056490	04/04/19	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	1,468.67
19-P0056491	04/04/19	11	Admissions & Records	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	237.66
19-P0056492	04/04/19	11	International Student Program	Non-Instructional Supplies	A STITCH ABOVE LLC	2,444.83
19-P0056493	04/04/19	12	Continuing Education Division	Food and Food Service Supplies	ROBERT B. JENKINS	504.11
19-P0056494	04/04/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	CDW GOVERNMENT INC.	3,654.88
19-P0056495	04/04/19	11	Graphic Communications	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	200.00
19-P0056496	04/04/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	510.20
19-P0056497	04/04/19	11	Digital Media Center	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	3,870.06
19-P0056498	04/04/19	11	Graphic Communications	Non-Instructional Supplies	B & H PHOTO VIDEO INC	52.69
19-P0056499	04/04/19	12	Student Equity	Other Exp Paid for Students	FOSTER CLUB INC	215.50
19-P0056500	04/04/19	11	Payroll	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	700.00
19-P0056501	04/04/19	12	Counseling	Food and Food Service Supplies	JAYS CATERING	370.29
19-P0056502	04/04/19	11	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	27,912.50
19-P0056503	04/04/19	12	Professional Development	Non-Instructional Supplies	HAGGARTY PRINTING INC	264.23
19-P0056504	04/04/19	12	MESA	Other Participant Travel Exp	NEWPORT BAY CONSERVANCY	360.00
19-P0056505	04/04/19	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	11,133.59
19-P0056506	04/04/19	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	1,894.74
19-P0056507	04/04/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	396.06

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19-P0056508	04/04/19	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	4,089.82
19-P0056509	04/04/19	12	Upward Bound	Fees Paid for Students	USS MIDWAY MUSEUM	180.00
19-P0056510	04/04/19	11	Grounds	Contracted Repair Services	EBERHARD EQUIPMENT	1,921.00
19-P0056511	04/05/19	11	Maintenance	Non-Instructional Supplies	RSD REFRIGERATION SUPPLIES	1,500.00
19-P0056512	04/05/19	11	Maintenance	Non-Instructional Supplies	GANAHL LUMBER CO	1,500.00
19-P0056513	04/05/19	11	Maintenance	Repair & Replacement Parts	HOME DEPOT	4,000.00
19-P0056514	04/05/19	12	Sci, Math, Health Sci Office	Instructional Supplies	HOME DEPOT	657.84
19-P0056515	04/05/19	11	Automotive Technology/Engine	Maint Contract - Other Equip	OPUS INSPECTION INC	3,600.00
19-P0056516	04/05/19	41	Facility Planning Office	Bldg Impr - Haz Mat	ALTA ENVIRONMENTAL	3,871.90
19-P0056517	04/05/19	13	Distance Education	Non-Instructional Supplies	DON BOOKSTORE	1,002.08
19-P0056518	04/05/19	12	Digital Media Center	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	1,127.11
19-P0056519	04/05/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	LAURIE SALLINGER	1,435.53
19-P0056520	04/05/19	12	CJ/Academies	Instructional Supplies	BUCKSTAFF PUBLIC SAFETY, INC.	75.60
19-P0056521	04/05/19	12	Professional Development	Books, Mags & Subscrip-Non-Lib	GALLUP ORGANIZATION	2,089.30
19-P0056522	04/05/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	HENRY SCHEIN INC	2,781.87
19-P0056523	04/05/19	12	Paralegal	Food and Food Service Supplies	KRISTEN J. ROBINSON	426.00
19-P0056524	04/05/19	12	Human Resources Office	Contracted Services	LIEBERT CASSIDY WHITMORE	4,975.40
19-P0056525	04/05/19	11	Human Resources Office	Legal Expenses	LIEBERT CASSIDY WHITMORE	68,177.25
19-P0056526	04/05/19	12	Resource Development	Contracted Services	DUFRESNE SHEILA K.	653.91
19-P0056527	04/05/19	11	Safety & Security Office	Maint/Oper Service Agreements	D4 SOLUTIONS INC.	3,702.60
19-P0056528	04/05/19	12	Distance Education	Food and Food Service Supplies	NANCY C. PUN	157.46
19-P0056529	04/05/19	11	Maintenance & Operations	Contracted Services	HANNEMAN TIM	511.39
19-P0056530	04/05/19	12	Counseling	Contracted Services	SEHI COMPUTER PRODUCTS	1,638.00
19-P0056531	04/05/19	41	Facility Planning Office	Equip-All Other > \$5,000	GOLDEN STAR TECHNOLOGY, INC.	7,308.97
19-P0056532	04/05/19	11	Human Resources Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
19-P0056533	04/05/19	11	Human Resources Office	Fingerprinting	STATE OF CALIFORNIA	2,500.00
19-P0056534	04/05/19	12	Counseling	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	4,118.95
19-P0056535	04/05/19	11	Apprenticeship	Conference Expenses	MARILYN MARTINEZ-FLORES, PH.D.	190.30
19-P0056536	04/05/19	11	Safety & Security Office	Conference Expenses	ORANGE COUNTY SHERIFFS	20.00
19-P0056537	04/05/19	11	Board of Trustees	Food and Food Service Supplies	MANNA DEVELOPMENT GROUP LLC	140.41
19-P0056538	04/05/19	12	Academic Affairs Office	Conference Expenses	ACADEMIC SENATE FOR	2,160.00
19-P0056539	04/05/19	11	International Student Program	Conference Expenses	ESTHER M. MEADE	2,700.00
19-P0056540	04/08/19	11	District Wide Technology	Non-Instructional Supplies	CDW GOVERNMENT INC.	252.87
19-P0056541	04/08/19	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	714.60
19-P0056542	04/08/19	12	Counseling	Software License and Fees	BRIDGES TRANSITIONS CO.	990.00
19-P0056543	04/08/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	8,543.50
19-P0056544	04/08/19	12	Automotive Technology/Engine	Instructional Supplies	ARTHUR M. YOSHIHARA	32.81
19-P0056545	04/08/19	12	Family & Consumer Studies	Instructional Supplies	TIFFANY L. HEREMANS	67.72
19-P0056546	04/08/19	11	Business Division Office	Non-Instructional Supplies	A STITCH ABOVE LLC	1,086.73
19-P0056547	04/08/19	11	Sci, Math, Health Sci Office	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	1,275.41
19-P0056548	04/08/19	12	Professional Development	Non-Instructional Supplies	4 IMPRINT	299.02
19-P0056549	04/08/19	12	Professional Development	Food and Food Service Supplies	CRAVE RESTAURANT GROUP, LLC	295.43

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056550	04/08/19	12	Outreach	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
19-P0056551	04/08/19	12	Professional Development	Non-Instructional Supplies	ADORAMA INC	495.54
19-P0056552	04/08/19	11	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	8,000.00
19-P0056553	04/08/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	2,000.00
19-P0056554	04/08/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF RANCHO CUCAMONGA	13,965.75
19-P0056555	04/08/19	11	Continuing Education Division	Non-Instructional Supplies	IDEAL LIGHTING SUPPLY INC	1,000.00
* 19-P0056556	04/08/19	11	Public Affairs/Gov Rel Office	Contracted Services	SUBSTANCE MEDIA, INC.	35,075.00
* 19-P0056556	04/08/19	12	Counseling	Contracted Services	SUBSTANCE MEDIA, INC.	1,962.50
PO Amt Total for * 19-P0056556:						37,037.50
19-P0056557	04/08/19	12	Distance Education	Instructional Supplies	LUMEN LEARNING LLC	3,840.00
19-P0056558	04/08/19	13	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	10,000.00
19-P0056559	04/08/19	12	Student Equity	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
19-P0056560	04/08/19	12	Nursing	Equip-Fed Prgm >\$1,000< \$5,000	POCKET NURSE	9,982.29
19-P0056561	04/08/19	12	MESA	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	900.00
19-P0056562	04/08/19	11	Public Affairs/Gov Rel Office	Other Licenses & Fees	GARDEN GROVE STRAWBERRY FESTIVAL ASSOC	630.00
19-P0056563	04/08/19	11	Public Affairs/Gov Rel Office	Other Licenses & Fees	AAA FLAG AND BANNER	84.73
19-P0056564	04/08/19	12	Student Equity	Other Exp Paid for Students	DON BOOKSTORE	550.00
19-P0056565	04/08/19	12	Student Equity	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
19-P0056566	04/08/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,000.00
19-P0056567	04/08/19	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	2,400.00
19-P0056568	04/08/19	12	EOPS	Food and Food Service Supplies	SMART & FINAL	3,500.00
19-P0056569	04/08/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	2,000.00
19-P0056570	04/08/19	12	Health & Wellness	Food and Food Service Supplies	RALPHS GROCERY CO	1,000.00
19-P0056571	04/08/19	11	Purchasing	Non-Instructional Supplies	BADGE EXPRESS	97.00
19-P0056572	04/08/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	3,000.00
19-P0056573	04/08/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	1,000.00
19-P0056574	04/08/19	13	Educational Services Office	Conference Expenses	OCBC ORANGE CTY BUS COUNCIL	85.00
19-P0056575	04/09/19	11	Internal Audit	Conference Expenses	COMMUNITY COLLEGE INTERNAL AUDITORS	85.00
19-P0056576	04/09/19	11	Board of Trustees	Conference Expenses	ELIZABETH M. WEBER	400.00
19-P0056577	04/09/19	11	District Wide Technology	Non-Instructional Supplies	CABLE EXPRESS CORP	987.00
19-P0056578	04/09/19	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	6,216.72
19-P0056579	04/09/19	12	Counseling	Software License and Fees	HIGH GROUND SOLUTIONS, INC.	2,800.00
* 19-P0056580	04/09/19	12	Continuing Education Division	Equip-Fed Prgm >\$1,000< \$5,000	SHI INTERNATIONAL CORP	2,233.83
* 19-P0056580	04/09/19	13	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	4,470.11
PO Amt Total for * 19-P0056580:						6,703.94
19-P0056581	04/09/19	12	Veterans Service Office	Equip-All Other >\$1,000<\$5,000	KRUEGER INTERNATIONAL INC.	5,648.27
19-P0056582	04/09/19	12	Biology	Instructional Supplies	VWR FUNDING INC	164.33
19-P0056583	04/09/19	12	Resource Development	Contracted Services	WESTIN DESERT WILLOW	2,452.92
19-P0056584	04/09/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	256.97
19-P0056585	04/09/19	13	SAC Continuing Ed-Instruction	Instructional Supplies	VERITIV OPERATING COMPANY	651.18
19-P0056586	04/09/19	12	Continuing Education Division	Food and Food Service Supplies	MERARI L. WEBER	249.09
19-P0056587	04/09/19	12	Continuing Education Division	Food and Food Service Supplies	CMA RESTAURANTS INC	685.50

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056588	04/09/19	11	Maintenance	Equip-All Other > \$5,000	HAJOCA CORP	9,230.59
19-P0056589	04/09/19	12	Resource Development	Conference Expenses	WESTIN DESERT WILLOW	613.23
19-P0056590	04/09/19	12	Career Education Office	Conference Expenses	ACADEMIC SENATE FOR	540.00
19-P0056591	04/09/19	12	Digital Media Center	Food and Food Service Supplies	BOUDIN BAKERY INC	171.05
19-P0056592	04/09/19	11	Maintenance & Operations	Contracted Repair Services	DE LA TORRE COMMERCIAL	860.00
19-P0056593	04/09/19	11	Maintenance & Operations	Contracted Repair Services	DE LA TORRE COMMERCIAL	266.00
19-P0056594	04/09/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	PROFESSIONAL PLUMBING &	2,095.00
19-P0056595	04/09/19	12	Exercise Science	Instructional Supplies	SAN JUAN SOCCER INC	3,383.36
19-P0056596	04/09/19	13	SAC Continuing Ed-Instruction	Instructional Supplies	KELLY PAPER	6,205.40
19-P0056597	04/10/19	11	International Student Program	Non-Instructional Supplies	LOCOCO SPORTS INC	474.10
19-P0056598	04/10/19	11	Educational Services Office	Non-Instructional Supplies	AMAZON COM	21.96
19-P0056599	04/10/19	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	3,000.00
19-P0056600	04/10/19	33	CDC Administration	Instructional Supplies	AMAZON COM	581.07
19-P0056601	04/10/19	11	Graphic Communications	Non-Instructional Supplies	AMAZON COM	989.99
19-P0056602	04/10/19	12	Continuing Education Division	Books Paid for Students	DON BOOKSTORE	1,124.91
19-P0056603	04/10/19	12	Library Services	Instructional Supplies	YANKEE BOOK PEDDLER INC	565.75
19-P0056604	04/10/19	12	Library Services	Library Books	DON BOOKSTORE	501.84
19-P0056605	04/10/19	12	Student Development	Transportation - Student	AIRPORT VAN RENTAL INC	300.00
19-P0056606	04/10/19	33	EHS Administration	Software License and Fees	PARENTS AS TEACHERS NATL CENTER	240.00
19-P0056607	04/15/19	12	Safety & Parking - DO	Contracted Repair Services	PYRO-COMM SYSTEMS INC	6,047.65
19-P0056608	04/15/19	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	AVANTI RESTAURANT SOLUTIONS, INC.	4,198.03
19-P0056609	04/15/19	12	Student Equity	Supplies Paid for Students	AMAZON COM	107.69
19-P0056610	04/15/19	13	Human Resources Office	Contracted Services	APPLE NINE HOSPITALITY MANAGEMENT INC	317.43
19-P0056611	04/15/19	11	Central Plant	Repair & Replacement Parts	ACCO ENGINEERED SYSTEMS INC	462.00
19-P0056612	04/15/19	12	Family & Consumer Studies	Instructional Supplies	NASCO	2,484.34
19-P0056614	04/15/19	12	Student Equity	Conference Expenses	200 MARINA BLVD BERKELEY LLC	913.52
19-P0056615	04/15/19	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	937.21
19-P0056616	04/15/19	12	Biology	Equip-All Other >\$1,000<\$5,000	VWR FUNDING INC	3,831.68
19-P0056618	04/15/19	12	Student Equity	Transportation - Student	TLC LUXURY LLC	5,100.00
19-P0056619	04/15/19	12	Business Applications & Tech	Instructional Supplies	APPLE COMPUTER INC	352.35
19-P0056620	04/15/19	12	Continuing Education Division	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	2,343.56
19-P0056621	04/15/19	12	Physics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	209.04
19-P0056622	04/15/19	12	Nursing	Instructional Supplies	INTERNATIONAL E-Z UP INC	1,205.08
19-P0056623	04/15/19	11	Student Activities	Contracted Services	MICHAEL J MACKENZIE	235.40
19-P0056624	04/15/19	11	Student Activities	Non-Instructional Supplies	ALADDIN GIFT FLOWERS	544.15
19-P0056625	04/15/19	13	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	374.28
19-P0056626	04/15/19	11	Risk Management	Non-Instructional Supplies	CONSUMERINFO.COM, INC.	6.36
19-P0056627	04/15/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	393.23
19-P0056628	04/15/19	12	Television/Video	Equip-Fed Prgm > \$5,000	VMI INC	74,965.80
19-P0056629	04/15/19	11	Maintenance	Rental-Equipment (Short-term)	UNITED RENTALS	2,718.78
19-P0056630	04/15/19	12	Engineering	Transportation - Student	CERTIFIED TRANSPORTATIONS	441.87
19-P0056631	04/15/19	11	Occupational Therapy	Inst Dues & Memberships	CALIF OCCUPATIONAL THERAPY	200.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056632	04/16/19	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	2,611.84
19-P0056633	04/16/19	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
19-P0056634	04/16/19	12	CJ/Academies	Instructional Supplies	ALLIED CAPTIAL GROUP	741.41
19-P0056635	04/16/19	12	Family & Consumer Studies	Instructional Supplies	SEHI COMPUTER PRODUCTS	872.78
19-P0056636	04/16/19	41	Facility Planning Office	Site Improv - Contractor Svcs	DE LA TORRE COMMERCIAL	38,300.00
19-P0056637	04/16/19	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	9,638.52
19-P0056638	04/16/19	33	CDC Administration	Non-Instructional Supplies	DISCOUNT SCHOOL SUPPLY	2,111.55
19-P0056639	04/16/19	12	Occupational Therapy	Instructional Supplies	AOTA	293.60
19-P0056640	04/16/19	12	Transfer Center	Food and Food Service Supplies	HARKISON	210.00
19-P0056641	04/16/19	12	Biology	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	662.64
19-P0056642	04/16/19	13	Counseling Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	9,644.59
19-P0056643	04/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	POCKET NURSE	1,995.08
19-P0056644	04/16/19	11	Educational Services Office	Non-Instructional Supplies	VARIDESK LLC	425.61
19-P0056645	04/16/19	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	7,118.56
19-P0056646	04/16/19	12	Manufacturing Technology	Instructional Supplies	MSC INDUSTRIAL SUPPLY CO. INC	4,697.32
19-P0056647	04/16/19	12	Student Equity	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	403.98
19-P0056648	04/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	386.70
19-P0056649	04/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	199.29
19-P0056650	04/16/19	13	SAC Continuing Ed-Instruction	Instructional Supplies	CANON SOLUTIONS AMERICA, INC	1,700.90
19-P0056651	04/16/19	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	527.95
19-P0056652	04/16/19	12	Continuing Education Division	Books Paid for Students	DON BOOKSTORE	7,121.20
19-P0056653	04/16/19	11	Safety & Security Office	Conference Expenses	EMERALD EXPOSITIONS HOLDING INC	736.00
19-P0056654	04/16/19	13	Academic Affairs Office	Conference Expenses	DR. JEFFREY N. LAMB	595.00
19-P0056655	04/16/19	13	Academic Affairs Office	Conference Expenses	FERNANDO D. ORTIZ	595.00
19-P0056656	04/16/19	12	Health & Wellness	Food and Food Service Supplies	WISE GUYS PIZZERIA	39.31
19-P0056657	04/16/19	11	Safety & Security Office	Conference Expenses	MICHAEL H. JENSEN	504.10
19-P0056658	04/16/19	11	Safety & Security Office	Conference Expenses	MICHAEL TOLEDO	791.08
19-P0056660	04/16/19	11	Student Activities	Rental - Other (Short-term)	BAKER PARTY RENTALS	3,023.00
19-P0056661	04/16/19	11	Digital Media Center	Contracted Services	HILLS BROS LOCK & SAFE	174.00
19-P0056662	04/16/19	12	Academic Computing	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	920.58
19-P0056663	04/16/19	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	732.50
19-P0056664	04/16/19	12	Biology	Instructional Supplies	PLANNED PARENTHOOD OF SOUTHERN NEW ENGLAND	385.58
19-P0056665	04/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	PASCO SCIENTIFIC	1,191.09
19-P0056666	04/16/19	13	Santiago Canyon College	Other Participant Travel Exp	UC BERKELEY	4,844.84
19-P0056667	04/16/19	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	599.51
19-P0056668	04/16/19	13	Maintenance	Non-Instructional Supplies	SHIFFLER EQUIPMENT SALES INC	167.15
19-P0056669	04/16/19	12	Continuing Education Division	Reproduction/Printing Expenses	DON BOOKSTORE	592.63
19-P0056670	04/16/19	12	Pathways to Teaching	Instructional Supplies	4 IMPRINT	1,076.52
19-P0056671	04/16/19	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	7.64
19-P0056672	04/16/19	12	Pathways to Teaching	Instructional Supplies	BROWN INDUSTRIES	422.05
19-P0056673	04/16/19	12	Financial Aid Office	Non-Instructional Supplies	SABERS RENA	600.30
19-P0056674	04/16/19	61	Risk Management	Legal Expenses	MUSICK, PEELER & GARRETT LLP	30,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056675	04/17/19	12	Educational Services Office	Contracted Services	MULKEY JAMIE R	20,000.00
19-P0056676	04/17/19	12	Kinesiology - Physical Educ	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	458.04
19-P0056677	04/17/19	12	Media Systems	Instructional Supplies	TROXELL COMM INC	7,617.95
19-P0056678	04/17/19	12	Student Equity	Food and Food Service Supplies	MARIA L. HERNANDEZ FIGUEROA	293.67
19-P0056679	04/17/19	12	Continuing Education Division	Books Paid for Students	DON BOOKSTORE	3,922.10
19-P0056680	04/17/19	11	Publications	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	928.92
19-P0056681	04/17/19	12	Continuing Education Division	Online Training Courses	DIABLO VALLEY COLLEGE	850.00
19-P0056682	04/17/19	12	DSPS Office	Conference Expenses	CAPED	120.00
19-P0056683	04/17/19	11	Maintenance	Maint/Oper Service Agreements	TEAM ONE MANAGEMENT	6,500.00
19-P0056684	04/17/19	11	Payroll	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	16.05
19-P0056685	04/17/19	12	Financial Aid Office	Non-Instructional Supplies	AMAZON COM	41.40
19-P0056686	04/17/19	11	Purchasing	Non-Instructional Supplies	WELLS FARGO BANK	1,452.77
19-P0056687	04/17/19	12	Resource Development	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	27.48
19-P0056688	04/17/19	12	DSPS Office	Conference Expenses	AVID CENTER	300.00
19-P0056689	04/17/19	12	Public Affairs/Gov Rel Office	Advertising	25TH HOUR COMMUNICATIONS	3,000.00
19-P0056690	04/17/19	12	Transfer Center	Food and Food Service Supplies	ARAMARK CORPORATION	405.00
19-P0056691	04/17/19	12	Transfer Center	Transportation - Student	GOLD COAST TOURS	1,239.35
19-P0056692	04/17/19	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	987.00
19-P0056693	04/17/19	12	Financial Aid Office	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	3,098.91
19-P0056694	04/17/19	12	Biology	Equip-All Other >\$1,000<\$5,000	OLYMPUS AMERICA INC	1,812.66
19-P0056695	04/17/19	12	Nursing	Equip-Fed Prgm >\$1,000< \$5,000	MED ONE EQUIPMENT SERVICES, LLC	3,528.82
19-P0056696	04/17/19	11	Manufacturing Technology	Contracted Repair Services	DANS MACHINE REPAIR	2,305.25
19-P0056697	04/18/19	12	Family & Consumer Studies	Instructional Supplies	WELLS FARGO BANK	1,106.67
19-P0056698	04/18/19	12	Career Education Office	Instructional Supplies	KASSOY LLC	586.64
19-P0056699	04/18/19	12	Fire Technology	Equip-All Other >\$1,000<\$5,000	INTERNATIONAL TELEVISION CORPORATION	1,244.22
19-P0056700	04/18/19	12	Nursing	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	994.13
19-P0056701	04/18/19	13	SAC Continuing Ed-Instruction	Online Training Courses	K2SHARE LLC	550.00
19-P0056702	04/18/19	12	EOPS	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	288.08
19-P0056703	04/18/19	12	Music	Instructional Supplies	GUITAR CENTER STORES, INC.	1,200.00
19-P0056704	04/18/19	13	SAC Continuing Ed-Instruction	Contracted Services	IRVINE MEGAN ONEILL	1,210.00
19-P0056705	04/18/19	12	Library Services	Instructional Supplies	YANKEE BOOK PEDDLER INC	308.50
19-P0056706	04/18/19	12	Talent Search	Food and Food Service Supplies	SMART & FINAL	500.00
19-P0056707	04/18/19	11	International Student Program	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	500.00
19-P0056708	04/18/19	12	Talent Search	Awards & Incentives	HOUSE OF TROPHIES & AWARDS INC	521.43
19-P0056709	04/18/19	11	Admin Services Office	Public Agencies' Assess & Fees	STATE OF CALIF	2,475.00
19-P0056710	04/18/19	12	Resource Development	Conference Expenses	WELLS FARGO BANK	639.31
19-P0056711	04/18/19	12	Phillips Hall	Instructional Supplies	PCE PRODUCTIONS INC.YPACIFIC COAST ENTERTAINME	22,051.41
19-P0056712	04/18/19	12	EOPS	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	989.15
19-P0056713	04/19/19	12	Student Equity	Non-Instructional Supplies	AMAZON COM	342.98
19-P0056714	04/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	454.44
19-P0056715	04/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	SIGMA ALDRICH INC	720.52
19-P0056716	04/19/19	12	ULINK	Transportation - Student	GOLD COAST TOURS	2,165.40

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056717	04/19/19	12	Welding	Instructional Supplies	AARON E. VAUGHN	137.77
19-P0056718	04/19/19	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	781.41
19-P0056719	04/19/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	VIRGINIA M. WITMER	144.10
19-P0056720	04/19/19	12	Diesel	Instructional Supplies	MATCO TOOLS	4,397.34
19-P0056721	04/19/19	12	Biology	Equip-All Other > \$5,000	MICROTECH SCIENTIFIC	22,559.43
19-P0056722	04/19/19	12	Automotive Technology/Engine	Instructional Supplies	A TECH TRAINING	1,532.09
19-P0056723	04/19/19	12	Pharmacy Technology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	994.55
19-P0056724	04/19/19	13	Santiago Canyon College	Non-Instructional Supplies	SCOTT GRADUATION SEVICES INC	327.75
19-P0056725	04/19/19	11	Continuing Education Division	Non-Instructional Supplies	CARD INTEGRATORS INC	1,384.00
19-P0056726	04/19/19	12	Counseling	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	88.90
19-P0056727	04/19/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	1,700.00
19-P0056728	04/19/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	UNITED FABRICARE SUPPLY, INC	506.37
19-P0056729	04/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	955.69
19-P0056730	04/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	5,950.41
19-P0056731	04/19/19	12	DSPS Office	Non-Instructional Supplies	PRO ED INC	332.20
19-P0056732	04/19/19	12	Geology	Instructional Supplies	VWR FUNDING INC	1,717.83
19-P0056733	04/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	POCKET NURSE	5,587.50
19-P0056734	04/19/19	11	International Student Program	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	5,983.78
19-P0056735	04/19/19	12	Purchasing	Non-Instructional Supplies	VERITIV OPERATING COMPANY	2,593.49
19-P0056736	04/19/19	12	Purchasing	Non-Instructional Supplies	VERITIV OPERATING COMPANY	11,332.12
19-P0056737	04/19/19	12	Business Division Office	Software License and Fees	CERTIPOINT INC	4,338.00
19-P0056738	04/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	PRAXAIR DIST INC	500.00
19-P0056739	04/19/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	708.28
19-P0056740	04/19/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	EASTBAYFOOTLOCKER.COM	710.50
19-P0056741	04/19/19	12	Health Sciences Education	Books, Mags & Subscrip-Non-Lib	LIPPINCOTT WILLIAMS & WILKINS	1,234.80
19-P0056742	04/19/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	1,199.92
19-P0056743	04/19/19	12	Career Ed & Work Dev Office	Conference Expenses	CCCAOE CALIF COM COLL ASSOC	975.00
19-P0056744	04/19/19	12	Psychology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	598.63
19-P0199504	04/03/19	12	Educational Services Office	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199512	04/09/19	12	Educational Services Office	Contracted Services	SANTA CLARITA COMMUNITY COLLEGE DIS	200,000.00
19-P0199513	03/28/19	12	Resource Development	Contracted Services	COMPTON COMMUNITY COLLEGE DISTRICT	725,318.00
19-P0199514	03/26/19	12	Resource Development	Contracted Services	COMPTON COMMUNITY COLLEGE DISTRICT	725,318.00
19-P0199515	03/26/19	12	Resource Development	Contracted Services	FOUNDATION FOR CALIFORNIA	168,269.00
19-P0199516	03/26/19	12	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	490.00
19-P0199517	03/28/19	12	Educational Services Office	Contracted Services	SONOMA COUNTY JUNIOR COLLEGE DISTRICT	200,000.00
19-P0199518	04/02/19	12	Small Business Dev Ctr Office	Excess/Copies Usage	XEROX CORP	1,238.76
19-P0199519	04/04/19	12	Resource Development	Contracted Services	BUTTE GLENN COMMUNITY COLLEGE	370,000.00
19-P0199520	04/05/19	11	Human Resources Office	Legal Expenses	LIEBERT CASSIDY WHITMORE	53,760.00
19-P0199521	04/10/19	12	Educational Services Office	Contracted Services	PALOMAR COLLEGE	200,000.00
19-P0199522	04/10/19	12	Educational Services Office	Contracted Services	PALOMAR COLLEGE	200,000.00
19-P0199523	04/17/19	11	SAC Continuing Ed-Instruction	Excess/Copies Usage	CANON SOLUTIONS AMERICA, INC	1,960.00

4.17 (12)

Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
						<u>Grand Total:</u> <u>\$4,618,296.33</u>

4.17 (13)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF000989	3/25/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$182.82
GM-CAF000993	3/26/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$881.49
GM-CAF000994	4/3/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$5,582.85
GM-CAF000995	4/3/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$5,050.44
GM-CAF000996	4/3/2019	31	SAC Café	General Merchandise	PENS ETC.	\$1,193.09
GM-CAF000998	4/8/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$2,736.42
GM-CAF000999	4/1/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$199.44
GM-CAF001000	4/8/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$127.74
GM-CAF001001	3/28/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,307.63
GM-CAF001002	4/2/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,739.45
GM-CAF001003	3/29/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,625.55
GM-CAF001004	4/6/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,565.70
GM-CAF001005	4/8/2019	31	SAC Café	General Merchandise	EVERY TABLE, PBC	\$331.90
GM-CAF001007	4/15/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$2,621.55
GM-CAF001008	4/17/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,946.95
GM-CAF001009	4/19/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,696.77
GM-CAF001010	4/15/2019	31	SAC Café	General Merchandise	EVERY TABLE, PBC	\$331.90
GM-CAF001011	4/19/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,712.53
GM-DON002916	4/2/2019	31	SAC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$2,005.87
GM-DON002917	4/3/2019	31	SAC Bookstore	General Merchandise	PENS ETC.	\$746.62
GM-DON002919	4/5/2019	31	SAC Bookstore	General Merchandise	THE GAME, INC - MV SPORT	\$432.00
GM-EXPR001673	3/25/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$211.32
GM-EXPR001675	3/26/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$3,823.70
GM-EXPR001676	3/26/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$791.47
GM-EXPR001677	4/3/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$8,069.08
GM-EXPR001678	4/3/2019	31	Don Express	General Merchandise	PENS ETC.	\$433.92
GM-EXPR001679	4/8/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$1,986.86
GM-EXPR001680	4/1/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$255.12
GM-EXPR001681	3/28/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,127.46
GM-EXPR001682	4/2/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,320.51
GM-EXPR001683	3/29/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,359.39
GM-EXPR001685	4/6/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$2,059.60
GM-EXPR001686	4/8/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$239.82
GM-EXPR001687	4/15/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$2,355.36
GM-EXPR001688	4/17/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,124.30
GM-EXPR001689	4/19/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,835.23
GM-EXPR001690	4/19/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,492.20

4.17 (14)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK002955	3/25/2019	31	SCC Bookstore	General Merchandise	PENS ETC.	\$658.14
GM-HAWK002956	3/25/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$158.58
GM-HAWK002957	3/25/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$1,062.44
GM-HAWK002958	3/25/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,103.50
GM-HAWK002959	3/25/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$577.12
GM-HAWK002960	3/25/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$230.67
GM-HAWK002961	3/25/2019	31	SCC Bookstore	General Merchandise	4IMPRINT	\$692.24
GM-HAWK002962	3/26/2019	31	SCC Bookstore	General Merchandise	4IMPRINT	\$626.00
GM-HAWK002963	3/26/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$647.23
GM-HAWK002964	3/26/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$614.33
GM-HAWK002965	3/27/2019	31	SCC Bookstore	General Merchandise	SULLIVAN, MICHAEL	\$29.00
GM-HAWK002966	3/27/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$228.99
GM-HAWK002967	3/27/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$57.24
GM-HAWK002968	3/27/2019	31	SCC Bookstore	General Merchandise	BON APPETIT	\$145.77
GM-HAWK002969	3/28/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$505.94
GM-HAWK002970	3/28/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$418.82
GM-HAWK002971	3/28/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$1,226.25
GM-HAWK002972	4/1/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$649.52
GM-HAWK002973	4/1/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$930.63
GM-HAWK002974	4/1/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,005.43
GM-HAWK002975	4/1/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$99.49
GM-HAWK002976	4/1/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$480.85
GM-HAWK002977	4/2/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$164.10
GM-HAWK002978	4/2/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$651.70
GM-HAWK002979	4/2/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$515.56
GM-HAWK002980	4/2/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$457.50
GM-HAWK002981	4/2/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$437.50
GM-HAWK002982	4/2/2019	31	SCC Bookstore	General Merchandise	GRAD AWARDS	\$607.50
GM-HAWK002983	4/3/2019	31	SCC Bookstore	General Merchandise	UNIVERSITY FRAMES	\$4,180.00
GM-HAWK002984	4/8/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,155.86
GM-HAWK002990	4/10/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$1,226.25
GM-HAWK002991	4/10/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$1,143.75
GM-HAWK002992	4/10/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$966.75
GM-HAWK002994	4/10/2019	31	SCC Bookstore	General Merchandise	THE DRIP	\$610.00
GM-HAWK002995	4/10/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$325.00
GM-HAWK002996	4/12/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$1,759.52
GM-HAWK002997	4/12/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$281.16

4.17 (15)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK002999	4/15/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$616.24
GM-HAWK003000	4/16/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$128.76
GM-HAWK003001	4/16/2019	31	SCC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$306.00
GM-HAWK003002	4/17/2019	31	SCC Bookstore	General Merchandise	BON APPETIT	\$156.09
GM-HAWK003003	4/17/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$185.34
GM-HAWK003004	4/17/2019	31	SCC Bookstore	General Merchandise	SULLIVAN, MICHAEL	\$112.60
GM-HAWK003005	4/17/2019	31	SCC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$842.50
GM-HAWK003006	4/17/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$1,181.03
GM-HAWK003007	4/17/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$817.58
GM-HAWK003014	4/17/2019	31	SCC Bookstore	General Merchandise	LEGACY ATHLETIC	\$495.00
GM-HAWK003019	4/17/2019	31	SCC Bookstore	General Merchandise	LXG	\$909.60
GM-HAWK003021	4/17/2019	31	SCC Bookstore	General Merchandise	MANHATTAN MARKETING INTER	\$24.00
TX-CEC000559	3/28/2019	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,248.00
TX-CEC000560	3/28/2019	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$846.00
TX-DON005704	3/26/2019	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$850.00
TX-DON005705	3/26/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$235.33
TX-DON005706	4/1/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$150.00
TX-DON005707	4/2/2019	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,749.30
TX-DON005708	4/2/2019	31	SAC Bookstore	Textbook	NORTON, INC.	\$212.00
TX-DON005709	4/4/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$240.26
TX-DON005710	4/8/2019	31	SAC Bookstore	Textbook	NORTON, INC.	\$1,501.50
TX-DON005711	4/15/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$414.60
TX-DON005712	4/16/2019	31	SAC Bookstore	Textbook	AMAZON	\$47.40
TX-DON005713	4/16/2019	31	SAC Bookstore	Textbook	NORTON, INC.	\$1,021.44
TX-HAWK004305	3/25/2019	31	SCC Bookstore	Textbook	TEXAS BOOK COMPANY	\$203.21
TX-HAWK004306	3/25/2019	31	SCC Bookstore	Textbook	UNIVERSITY ENTERPRISES	\$1,800.00
TX-HAWK004308	4/4/2019	31	SCC Bookstore	Textbook	INGRAM BOOK CO	\$541.20
TX-HAWK004309	4/16/2019	31	SCC Bookstore	Textbook	HAYDEN-MCNEIL	\$368.15

Grand Total: \$203,722.31



Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

4.17 (17)

Legend: \* = Multiple Funds for this P.O.

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 24, 2019 THROUGH APRIL 20, 2019  
BOARD MEETING OF MAY 28, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0056264	\$63,577.11	Networking hardware, cables and mounts	DO -ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #7-14-70-01 Board Approved: February 23, 2015
19-P0056286	\$26,326.55	Title 5 investigation services	DO -Risk Management	Board Approved: June 25, 2018
19-P0056333	\$37,712.50	Genetic analyzer system	SCC -Biology	Received Quotations: *1. Life Technologies Corp 2. Illumina *Successful Bidder
19-P0056369	\$15,339.72	Acoustical ceiling panel installation in building N at Santa Ana College	DO -Facility Planning	Received Quotations: *1. DC Construction Management 2. De La Torre Commercial Interiors *Successful Bidder
19-P0056392	\$18,300.00	Preventative maintenance of transformers, switches, switchgear, and panel boards at Santa Ana College	SAC -Maintenance	Received Quotations: *1. KTI 2. ABM 3. Baker Electric *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 24, 2019 THROUGH APRIL 20, 2019  
BOARD MEETING OF MAY 28, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0056440	\$139,115.38	Network surveillance cameras	DO -ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNWNC-108 Board Approved: November 9, 2015
19-P0056475	\$18,430.83	Tables for the Assessment Center at Santa Ana College	SAC -Assessment	Purchased from the California Multiple Award Schedule (CMAS) Contract #4-09-71-0075B Board Approved: June 19, 2014
19-P0056502	\$27,912.50	Consulting services for the Data Integrity Project	DO -Educational Services Office	Board Approved: November 16, 2018
19-P0056525	\$68,177.25	Legal services invoices for services rendered in October 2018 - February 2019	DO -HR	Board Approved: June 25, 2018
19-P0056556	\$37,037.50	Filing, editing, and creation of online orientation and probation workshop videos	SAC -Public Affairs	Board Approved: February 25, 2019
19-P0056628	\$74,965.80	Ross Xpression /Inception Motion Graphics Generation System including installation and training	SAC - Television/Video	Received Quotations: *1. VMI, Inc 2. Cutting Edge Audio & Video Group *Successful Bidder

4.17 (19)

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 24, 2019 THROUGH APRIL 20, 2019  
BOARD MEETING OF MAY 28, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0056636	\$38,300.00	Various site improvement projects at Santa Ana College	DO -Facility Planning	Received Quotations: *1. De La Torre Commercial Interiors 2. DC Construction Management *Successful Bidder
19-P0056674	\$30,000.00	Title 5 investigation services	DO -Risk Management	Board Approved: June 25, 2018
19-P0056675	\$20,000.00	Independent Contractor to provide consulting services designed to facilitate the acceptance and implementation of IT Certification program certification and exam administration	DO -Educational Services Office	Board Approved: April 16, 2019
19-P0056711	\$22,051.41	Lighting fixtures for Phillips Hall	SAC -FAPA	Received Quotations: *1. PCE Productions, Inc 2. B+H Photo Video, Inc 3. Full Compass *Successful Bidder
19-P0056721	\$22,559.43	Automatic precise Petri dish filling system	SCC -Biology	Received Quotations: *1. Microtech Scientific 2. Fisher Scientific *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 24, 2019 THROUGH APRIL 20, 2019  
BOARD MEETING OF MAY 28, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0199504	\$200,000.00	Sub-agreement with Coast CCD on behalf of Orange Coast College to host the Los Angeles/Orange County region Deputy Sector Navigator for Retail/Hospitality/Tourism	DO -Resource Development	Board Approved: October 29, 2018
19-P0199512	\$200,000.00	Sub-agreement with Santa Clarita CCD to host the South Central Coast region Deputy Sector Navigator for Health	DO -Resource Development	Board Approved: November 26, 2018
19-P0199513	\$725,318.00	Sub-agreement with Compton CCD on behalf of El Camino Compton Center to implement Round 2 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
19-P0199514	\$725,318.00	Sub-agreement with Compton CCD on behalf of El Camino Compton Center to implement Round 3 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
19-P0199515	\$168,269.00	Sub-agreement with Foundation for California Community Colleges to participate in the Data Science Tools Fiscal Agent Grant	DO -Resource Development	Board Approved: February 25, 2019
19-P0199517	\$200,000.00	Sub-agreement with Sonoma County Junior College District on behalf of Santa Rosa Junior College to host the Bay Area region Deputy Sector Navigator for Retail/Hospitality/ Tourism	DO -Resource Development	Board Approved: February 4, 2019

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MARCH 24, 2019 THROUGH APRIL 20, 2019  
BOARD MEETING OF MAY 28, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0199519	\$370,000.00	Sub-agreement with Butte-Glenn CCD to host and supervise the North/Far North Regional Consortium	DO -Resource Development	Board Approved: February 4, 2019
19-P0199520	\$53,760.00	General legal services and staff training	DO -HR	Board Approved: June 25, 2018
19-P0199521	\$200,000.00	Sub-agreement with Palomar CCD on behalf of Palomar College to host the San Diego/Imperial region Deputy Sector Navigator for Advanced Manufacturing	DO -Resource Development	Board Approved: February 4, 2019
19-P0199522	\$200,000.00	Sub-agreement with Palomar CCD on behalf of Palomar College to host the San Diego/Imperial region Deputy Sector Navigator for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Board Approved: February 4, 2019

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorically funded programs were developed.

	<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
	<b><u>Fiscal Year 2019/2020</u></b>		
1.	California Learning Lab (SAC) The Governor's Office of Planning and Research awarded Santa Ana College (SAC) the California Learning Lab grant to implement the "Community Sourced, Data-Driven Improvement to Open, Adaptive Courseware" project. The project is a collaborative effort among SAC, California State University Fullerton, University of California Berkeley, and Carnegie Mellon University to develop an open courseware improvement model for Science, Technology, Engineering and Math (STEM) courses founded to improve student achievement, especially among disadvantaged students. The deliverables of the project will be a series of open, adaptive STEM courseware, a validated model for targeted Open Education Resources (OER) improvement that incorporates student feedback, a suite of tools to facilitate faculty's adoption/adaption of the OER courseware and materials, and research studies that contribute to our understanding of human learning and validate a model for strategic improvement of OER offerings. <i>No match required.</i>	07/01/2019	\$1,300,000
2.	Current and Formerly Incarcerated Re-entry Grant (SAC & SCC) Grant award from the California Community Colleges Chancellor's Office to enhance and improve outreach, engagement and enrollment in noncredit and credit pathways for persons exiting or have exited the jail system. (19/20). <i>The match required is 50% of the grant award at \$56,818 that consists of federal-funded support staff.</i> SAC noncredit \$113,636 SCC noncredit \$113,636	07/01/2019	\$227,272

**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: \$1,527,272	Board Date: May 28, 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	

**SPECIAL PROJECT DETAILED BUDGET #2xxx**  
**NAME: California Learning Lab (Santa Ana College)**  
**FISCAL YEAR 2018/2019**

**CONTRACT PERIOD: 07/01/2019 - 6/30/22**  
**CONTRACT AWARD: \$1,300,000**  
**PRIME SPONSOR: Governor's Office of Planning and Research**  
**FISCAL AGENT: Rancho Santiago CCD**  
**RFA No.:**

**PROJ ADM: Dr. Jeffrey Lamb**  
**PROJ DIR: Cherylee Kushida**  
**Date: 05/15/2019**

GL Account String	Description	New Budget	
		Debit	Credit
12_2xxx_000000_10000_8659	Other Reimb Categorical Allow : District Operations		1,300,000
12_2xxx_672000_10000_5865	Indirect Costs : District Operations (8%) SAC's indirect calculation [Direct Costs excluding Sub-recipients x 8%]	47,234	
12_2xxx_619000_15140_1483	<b>Beyond Contract</b> Cherylee Kushida (Co-PI)	<b>43,416</b>	
12_2xxx_619000_15140_3115	STRS - Non-instructional	7,241	
12_2xxx_619000_15140_3325	Medicare - Non-Instructional	630	
12_2xxx_619000_15140_3435	H&W Ret Fnd - Non-Instructional	1,845	
12_2xxx_619000_15140_3515	SUI - Non-Instructional	217	
12_2xxx_619000_15140_3615	WCI - Non-Instructional	651	
12_2xxx_619000_15140_4610	Supplies	422	
12_2xxx_675000_15140_5210	Conference Request	5,000	
12_2xxx_619000_15140_5100	<b>Sub-recipients</b> CSU-Fullerton: \$297,693 UC Berkley: \$53,460 Carnegie Mellon University: \$311,191 Lumen/OLI: \$50,000  <b>Contractors</b> Amazon Web Services: \$20,000 Instructional Technologist: \$60,000	792,344	
12_2565_619000_15410_5999	<b>Special Project Holding Account</b> Faculty Stipends \$59,000 <i>(move to department once identified)</i> Cultural Anthropologist \$80,000 per year x 3 years <i>(host not yet identified)</i>	299,000	
12_2xxx_602000_16420_1483	<b>Beyond Contract</b> Crystal Jenkins (Co-PI)	<b>82,008</b>	
12_2xxx_602000_16420_3115	STRS - Non-instructional	13,677	
12_2xxx_602000_16420_3325	Medicare - Non-Instructional	1,190	
12_2xxx_602000_16420_3425	H&W Ret Fnd - Non-Instructional	3,485	
12_2xxx_602000_16420_3515	SUI - Non-Instructional	410	
12_2xxx_602000_16420_3615	WCI - Non-Instructional	1,230	
<b>Total</b>		<b>1,300,000</b>	<b>1,300,000</b>



**SPECIAL PROJECT DETAILED BUDGET #2381**

**NAME: Currently and Formerly Incarcerated Students Reentry Program (Santa Ana College)  
FISCAL YEAR 2019/2020**

**CONTRACT PERIOD: 07/01/2019 - 12/31/2021**  
**CONTRACT AWARD: \$113,636**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: TBD**

**PROJ ADM: Jim Kennedy**  
**PROJ DIR: Lorena Chavez**  
**Date: 05/28/19**

GL Account String	Description	New Budget	
		Debit	Credit
12 2381 00000 10000 8659	Other Reimb Categorical Allow : Santa Ana College		113,636
12 2381 679000 10000 5865	Indirect Costs : Santa Ana College (4%)	4,545	
12_2381_619000_18100_1450	Part-time Coordinator: Continuing Ed Division - \$41.89/hr x 26.50 hrs/week x 19 weeks/semester x 4 semesters (SP20, FA20, SP21, FA21)	73,224	
12_2381_619000_18100_2320	Counseling Assistant short-term: Continuing Ed Division - \$17.85/hr x 7.55 hrs/week x 19 weeks/semester x 4 semesters (SP20, FA20, SP21, FA21)	10,246	
12 2381 619000 18100 3115	STRS - Non-Instructional : Continuing Ed Dv Santa Ana	12,543	
12 2381 619000 18100 3215	PERS- Non-Instructional : Continuing Ed Dv Santa Ana	2,141	
12 2381 619000 18100 3315	OASDHI - Non-Instructional : Continuing Ed Dv Santa Ana	635	
12 2381 619000 18100 3325	Medicare - Non-Instructional : Continuing Ed Dv Santa Ana	1,210	
12 2381 619000 18100 3435	H&W Retiree Fund- Non-Instructional : Continuing Ed Divi	3,547	
12 2381 619000 18100 3515	SUI- Non-Instructional : Continuing Ed Dv Santa Ana	42	
12 2381 619000 18100 3615	WCI- Non-Instructional : Continuing Ed Dv Santa Ana	1,252	
12 2381 619000 18100 4610	Non-Instructional Supplies : Continuing Ed Dv Santa Ana	1,500	
12 2381 619000 18100 4710	Food and Food Services Supplies : Continuing Ed Division	700	
12 2381 619000 18100 5220	Mileage/Parking Expenses : Continuing Education Division	950	
12 2381 619000 18100 5940	Reproduction/Printing Expenses : Continuing Education	1,100	
	<b>Total 2381 - Incarcerated Re-entry (CEC)</b>	<b>113,636</b>	<b>113,636</b>

The match required is \$56,818 (50% of grant award). The match consists of federally-funded staff as listed below.

Description	Amount
<b>Funding Source: WIOA Title II #1109</b>	
P/T Counselors	23,081
Instructional Assistants//Tutors	25,005
Benefits	7,982
Other operating expenses and services	750
<b>Total Match</b>	<b>56,818</b>

**SPECIAL PROJECT DETAILED BUDGET #2381**

**NAME: Currently and Formerly Incarcerated Students Reentry Program (Santiago Canyon College)  
FISCAL YEAR 2019/2020**

**CONTRACT PERIOD: 07/01/2019 - 12/31/2021**  
**CONTRACT AWARD: \$113,636**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: TBD**

**PROJ ADM: Jose Vargas**  
**PROJ DIR: Lori Fasbinder**  
**Date: 05/28/19**

GL Account String	Description	New Budget	
		Debit	Credit
12 2381 00000 20000 8659	Other Reimb Categorical Allow : Santiago Canyon		113,636
12 2381 679000 20000 5865	Indirect Costs : Santiago Canyon College (4%)	4,545	
12_2381_619000_28300_1450	Part-time Coordinator: Continuing Ed Division (Yr. 1) 754 hrs x 41.89/hr (Yr. 2) 754 hrs x 42.73/hr (Yr. 3 @ 6 months) 539 hrs x 42.73/hr	86,828	
12 2381 619000 28300 3115	STRS - Non-Instructional :Continuing Ed Division	15,963	
12 2381 619000 28300 3325	Medicare - Non-Instructional :Continuing Ed Division	1,260	
12 2381 619000 28300 3435	H&W Retiree Fund- Non-Instructional :Continuing Ed Divi	3,692	
12 2381 619000 28300 3515	SUI- Non-Instructional :Continuing Ed Division	44	
12 2381 619000 28300 3615	WCI- Non-Instructional :Continuing Ed Division	1,304	
	<b>Total 2381 - Incarcerated Re-entry (OEC)</b>	<b>113,636</b>	<b>113,636</b>

The match required is \$56,818 (50% of grant award). The match consists of federally-funded staff as listed below.

Description	Amount
<b>Funding Source: WIOA Title II #1108</b>	
P/T Counselors 1,018 hrs x 44.88/hr	45,673
Benefits	11,145
<b>Total Match</b>	<b>56,818</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 28, 2019
Re: Approval of Sub-Agreements between RSCCD and Coast, Lake Tahoe, Merced, and Sonoma County Junior Community College Districts for the Sector Navigator - Retail/Hospitality/Tourism Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded a 2018/19 Sector Navigator – Retail/Hospitality/Tourism/Learn and Earn grant (SN-RHT), Grant #18-161-001, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires the Sector Navigator to implement statewide industry focus event meetings that will strengthen and develop the California Community Colleges’ Retail/Hospitality/Tourism/Learn and Earn efforts.

**ANALYSIS**

The SN RHT has identified college partners to implement Retail/Hospitality/Tourism Industry events in their regions. Sub-agreements with these college have been developed as indicated in the chart below.

District	College	Agreement#	Amount
Coast CCD	Orange Coast College	DO-18-2544-01	\$11,247
Lake Tahoe CCD	Lake Tahoe College	DO-18-2544-03	\$9,500
Merced CCD	Merced College	DO-18-2544-04	\$10,579
Sonoma County Jr. CCD	Santa Rosa College	DO-18-2544-02	\$11,247
<b>Total for SN RHT Industry Focus Events</b>			<b>\$42,573</b>

**Project Director:** Joy Hermsen

**Project Administrator:** Sarah Santoyo

**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: \$42,573 (grant-funded)	Board Date: May 28, 2019
Prepared by: Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
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 COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 28<sup>th</sup> day of May, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **NAME of District, on behalf of NAME of College** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Sector Navigator for the “Retail Hospitality/Tourism/Learn and Earn Grant,” Prime Award #18-161-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide up-to-date information on industry trends and workforce needs at the state level, as well as providing in-region investments for professional development and faculty lead projects to develop career technical education programs in sector the PRIME SPONSOR’s workforce and economic development programs, such as *Doing What Matters for Jobs and the Economy* initiatives and Retail Hospitality/Tourism/Learn and Earn (RHT) programs; 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 implement a **Retail/Hospitality/Tourism Industry Focus Event**, 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 6/1/19 - 9/30/19. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$**0,000** USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

SUBCONTRACTOR will receive an advance payment of 50 and a final payment of 50 upon completion. Final payment is contingent upon RSCCD's approval of a final report for the work performed. Payment to the SUBCONTRACTOR will not exceed the amount listed under Article I.3. "Total Cost."

Submit invoices to [Santoyo\\_Sarah\\_rsccd.edu](mailto:Santoyo_Sarah_rsccd.edu), and include the subject line: "Invoice\_RHTIndustryEvent\_COLLEGE NAME".

Please note, the Agreement must be executed, i.e. signed by both parties, before a purchase order can be created and invoices processed.

6. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

7. 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.

8. Independent Contractor

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

9. Subcontract Assignment

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.

10. Record Keeping

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

longer period of records retention is stipulated.

11. Audit

SUBCONTRACTOR agrees that RSCCD, the 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.

12. Mutual Indemnification

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

13. Termination

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

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

14. 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.

15. 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, Assistant Vice Chancellor, Educational Services  
Rancho Santiago Community College District  
2323 N. Broadway, Ste. 201  
Santa Ana, CA 92706  
(714) 480-7473; [santoyo\\_sarah\\_rsccd.edu](mailto:santoyo_sarah_rsccd.edu)

**Fiscal Representative:**

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340; [hardash\\_peter\\_rsccd.edu](mailto:hardash_peter_rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Name:

Title:

Address:

Phone:

Email:

**Fiscal Representative:**

Name:

Title:

Address:

Phone:

Email:

16. 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.

17. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 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:**

By:

By:

Name: Peter J. Hardash

Name:

Title: Business Operations & Fiscal  
Services

Title:

Date:

Date:

Board approval date: May 28, 2019

EIN

## List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Project Budget

## **Exhibit A**

### **Scope of Work for Orange County Regional Industry Focus Event**

Held at Bowers Museum - Santa Ana, California September 17, 2019 9:00 AM – 1:30 PM

**Proposed by:** Sheila Dufresne (DSN)

**Fiscal Agent:** Orange Coast College

**Mailing Address:** 2701 Fairview Road, Costa Mesa, California 92626

**Project Director:** Sheila Dufresne – [sheilaKdufresne@gmail.com](mailto:sheilaKdufresne@gmail.com) – 909.614.3046

#### **ABOUT THE EVENT:**

The goal of the Industry Engagement Event – “Come to the Table: A Conversation about Sustainability in the Food Industry is to bring committed Sustainability Experts, Food Industry Representatives, Orange County Community College Administrators and Instructors together to share knowledge and best practices about Food Sustainability. Additionally, the event is an opportunity for outreach, connection and an introduction to the important role that the Culinary Arts and Food Service Management Programs play in meeting the current and anticipated future employment needs within the region. With Retail, Hospitality and Tourism being such an integral piece of the Orange County economy, a portion of the event will also define the roles of the Sector Navigator (SN), Deputy Sector Navigator (DSN) in address economic development needs of the area’s related businesses.

#### **NEED:**

The event is an opportunity for outreach, connection and an introduction to the important role that the Culinary Arts and Food Service Management Programs play in meeting the current and anticipated future employment needs within the region.

Another important driving force for the event is to share knowledge and best practices on how industry representatives are responding to the call within the marketplace towards sustainability and how the local colleges can develop and adapt curriculum to have students trained to meet that need.

Additionally, the event is for the SN and DSN for Retail, Hospitality, Tourism to connect with Business and Industry representatives to begin building a network of advisors who will feed into Retail, Hospitality, Tourism Advisory Committees; whose task will be to support and direct regional Community College efforts in developing programming to provide better curriculum and training opportunities to meet the specific needs of industry in the region and statewide.

#### **OBJECTIVES:**

- The event aims to be a guided, interactive thought-sharing call to action to promote sustainability awareness and share best practices in Culinary Arts and Food Service Management within the Retail, Hospitality, Tourism (RHT) sector.
- Highlight and promote Orange County Community Colleges’ current educational offerings to Business and Industry Representatives.

- Create partnerships and provide networking opportunities in curriculum development as well as seek opportunities for students to participate in Work Based Learning/internship offerings.
- Showcase innovative programming such as Orange Coast College's proposed Food Sustainability Certificate and utilize the innovative framework of an A/PART Workshop, (a deliverable within in DSN's work plan to replicate and share.)
- Provide an opportunity for Deputy Sector Navigator and Sector Navigator for RHT to establish relationships with Business and Industry representatives to develop regional and statewide advisory committees.

Exhibit B

**RHT Industry Focus Event Budget Items**

**Coast CCD District (on behalf of Orange Coast College)**

Facility Rental/Use + setup, Venue Staff

Parking, direction signage

A/V rental - projector/screen/sound system

Table/chair rentals/stanchion/draping/tape or pipe

Accessories/other event-related items

Guest Speaker/Facilitator/Key Lead for industry event

Signage, posters, marketing related costs

Food/beverages

Assistants to organize/coordinate on the day of event

Facilities/Construction/Handy Person (setup, etc.)

Lead Volunteer coordinator, professional development presenter

Participant Support Materials

Photographers/Videographers & video/marketing materials production

A/V support and other assistants

**GRAND TOTAL FOR EVENT \$11,247**

Sub-agreement between RSCCD and Coast CCD

## Exhibit A

### Scope of Work for RHT Industry Focus Event (Greater Sacramento Area)

**Proposal By:** Josh Sweigert, Joy Hermsen

**Fiscal Agent:** Lake Tahoe Community College (LTCC)

**Mailing Address:** 1 College Drive, South Lake Tahoe, CA 96150

**Project Directors:** Josh Sweigert – [sweigert@ltcc.edu](mailto:sweigert@ltcc.edu)

#### About the Project:

The Retail/Hospitality/Tourism (R/H/T) Team at the California Community Colleges Workforce Economic Development Division is conducting industry outreach efforts around the state, with the goals of boosting the visibility of these dynamic industry sectors, informing industry leaders of CCCCCO workforce development strategy and efforts, and identify and building partnerships between industry and education to further broader career pathway and employment goals in accordance with the Vision for Success. The RHT State Sector Navigator has made funds available to hold introductory events for these purposes in 2019. The RHT Deputy Sector Navigator for the North/Far North Reg. Consortia has proposed two evening receptions for industry representatives, one in each of the regions, to discuss these goals, identify potential partners, and determine areas of need/possible collaboration.

#### Need:

The North/Far North Regional Consortia have identified RHT as a priority industry sector for both regions, with the position of Deputy Sector Navigator newly established for the N/FN as of November 2018. The RHT industry cluster accounts for over 180,000 jobs and generate over \$17 billion in industry output in the greater Sacramento area alone, with cluster growth in that region reaching 17% over the decade between 2007 and 2017. A recent study by the North Region COE (Centers of Excellence) and Valley Vision found that “there are worker shortages and challenges for recruiting workers for many categories, and at all levels, from entry-level to management positions.”

With regional outreach and the goal of identifying and engaging industry partners is a key component of Year One work plans for both the RHT DSN and SN, these events will serve to introduce the WEDD Vision for Success as well as the SN and the DSN, while accomplishing the following objectives.

#### Objectives:

- Hold two regional industry outreach events, one each in the North and the Far North regions
- Introduction of regional industry representatives to WEDD Initiative & Personnel (DSN, SN)
- Initial industry engagement/feedback (industry needs, trends, questions for CC system, past difficulties/successes in college partnerships)
- Identifying potential regional industry partners (serving in advisory capacity, supporting employee enrollment in certificate/apprenticeship programs,
- Recognize and thank those who have already partnered with/participated in education and leadership efforts.

**Work Plan:**

<b>Timeline</b>	<b>Activities</b>	<b>Performance/Evidence of Completion</b>
June 2019	Finalize event details, invite lists	Detailed event plan, invitation lists
June 2019	Send “save-the-date” information	Contact list
September 9-13	Hold event in North region (Sacramento – Delta King)	Documentation, contact list, video product, next steps and action items
September 16-20	Hold event in Far North region (Graegle – Chalet View Lodge)	Documentation, contact list, video product, next steps and action items
September 2019	Conduct outreach and follow-up with prospective partners	Follow-up communication and action items

Exhibit B

**RHT Industry Focus Event Budget Items**

**Lake Tahoe Community College District (LTCC)**

Facility Rental/Use + setup, Venue Staff

Parking, direction signage

A/V rental - projector/screen/sound system

Table/chair rentals/stanchion/draping/tape or pipe

Accessories/other event-related items

Guest Speaker/Facilitator/Key Lead for industry event

Signage, posters, marketing related costs

Food/beverages

Assistants to organize/coordinate on the day of event

Facilities/Construction/Handy Person (setup, etc.)

Lead Volunteer coordinator, professional development presenter

Participant Support Materials

Photographers/Videographers & video/marketing materials production

A/V support and other assistants

**GRAND TOTAL FOR EVENT \$9,500**

Sub-agreement between RSCCD and Lake Tahoe Community College District



## **Exhibit A**

### **Scope of Work for Northern - Central Valley/Mother Lode Regional Meet & Greet Event**

Held at Galletto Ristorante – Modesto, California June 27, 2019 5:00 – 7:30 p.m.

In Partnership with Modesto, Turlock, and Ripon Chambers of Commerce

**Proposed by:** Vince Roos (DSN)

**Fiscal Agent:** Merced College

**Mailing Address:** 3600 M Street, Merced CA 95340

**Project Director:** Vince Roos – [vincent.roos@mccd.edu](mailto:vincent.roos@mccd.edu) – (559) 259-5505

#### **ABOUT THE EVENT:**

The goal of the Meet & Greet Event is to bring Educational entities, particularly Modesto Junior College (MJC), to introduce and familiarize Business and Industry various Career Technical Training programs and degree tracks intent on up-skilling the incumbent workforce as well as train emerging employees with the appropriate and relevant skills necessary to meet the current and future employment needs of Business and Industry. Partnering with the local regional Chambers of Commerce, the Meet & Greet Event will utilize existing Chamber relationships to bring together Business and Industry representatives to meet with Staff and Faculty of Modesto Junior College to hear about the college's programming related to RHT including certificates and degree pathways. A special presentation of congratulations will be made by the Statewide Sector Navigator for RHT to Modesto Junior College for MJC's part in the innovative, pioneering work in a certificate program called Apple Retail Ready. This dynamic Work-based Learning initiative is slated to be scaled into a national offering.

An important aim of the event is also for the Deputy Sector Navigator for Retail, Hospitality & Tourism to connect with Business & Industry representative to begin building a network of advisors who will feed into a Retail, Hospitality & Tourism Advisory Committees, whose task will be to support and direct regional community college efforts in developing programming to provide better curriculum and trainings opportunities to meet the specific needs of industry in the region and statewide. A brief response card will be provided to gauge interest in willingness to engage in an advisory capacity.

#### **NEED:**

Retail, Hospitality and Tourism (RHT) is a critical sector for economic viability and sustainability of the Central Valley/Mother Lode Region. This sector accounts for the majority of jobs and revenue in the region both now and into the future. As technology expands and automation becomes more prevalent, RHT will play a more prominent role in providing viable careers for an ever expanding workforce. While many jobs are being replaced by automation, RHT related careers show great promise to fill some of the gaps automation will displace. As our society has moved from a manufacturing base to more of a service orient base, RHT has played growing role in consumers spending and activity patterns. Convenience of food, retail and hospitality oriented offerings is on the rise and will continue. Entertainment plays a significant role in the everyday lives of consumers. To provide for this growing need, RHT educational offerings will need to be developed to prepare an adequately equipped, qualified, skilled worker base to meet those needs. Customer Service skills and aptitudes will play prominently into those roles. In order to be effectively prepared to meet the current and future challenges represented by these emerging

needs, Business and Industry will need to be appropriately engaged by educational partners to work together in the development of relevant and effective trainings, programming and degree pathways.

**OBJECTIVES:**

- Promote awareness and interest by the Business and Industry communities in the Retail, Hospitality & Tourism (RHT) sector as an attractive, sustainable field of study and career pursuit or advancement for K-14 students
- Provide Modesto Junior College to highlight and promote their current education offerings to Business and Industry Representative. Encourage regional Business and Industry entities to encourage their staff and employees to participate in MJC programming and training offerings
- Provide networking opportunity for Modesto Junior College Staff and Faculty to engage with and build relationships Business and Industry representatives towards future partnership in curriculum and/or training development as well as opportunities for students to participate in Work Based Learning and internship offerings.
- Showcase innovative programming such as Apple Retail Ready curriculum which has application to other businesses and industry applications as well.
- Provide an opportunity for Deputy Sector Navigator and Sector Navigator for RHT to establish relationships with regional Business and Industry representative towards formation of regional and statewide advisory committees. Will enable the region to have access to and influence over current and future programming to meet industry's needs.
- A short survey will be distributed to those in attendance to begin the process of collecting relevant data necessary to inform future direction.

Exhibit B

**RHT Industry Focus Event Budget Items**

**Merced Community College District (MCCD)**

Facility Rental/Use + setup, Venue Staff

Parking, direction signage

A/V rental - projector/screen/sound system

Table/chair rentals/stanchion/draping/tape or pipe

Accessories/other event-related items

Guest Speaker/Facilitator/Key Lead for industry event

Signage, posters, marketing related costs

Food/beverages

Assistants to organize/coordinate on the day of event

Facilities/Construction/Handy Person (setup, etc.)

Lead Volunteer coordinator, professional development presenter

Participant Support Materials

Photographers/Videographers & video/marketing materials production

A/V support and other assistants

**GRAND TOTAL FOR EVENT \$10,579**

Sub-agreement between RSCCD and Merced Community College District

## **Exhibit A**

### **Scope of Work for Industry Focus Event R/H/T (Bay Area)**

**Held at:** Francis Ford Coppola Winery between August 15 and August 30, 2019

**Proposal By:** Audrey Le Baudour

**Fiscal Agent:** Santa Rosa Junior College (SRJC)

**Mailing Address:** 1501 Mendocino Avenue Santa Rosa, CA 95401

**Project Directors:** Audrey Le Baudour – audreyDSN@bayareaRHT.com – (707) 292-5754

#### **About the Project:**

The goal of the Industry Connection event is to bring Retail, Hospitality and Tourism (R/H/T) professionals and R/H/T Community College key stakeholders together to form a unified action plan to educate, upskill and/or reskill R/H/T career seekers from the Bay Area region. Additionally, Community College stakeholders, seeking Industry input will have the opportunity to learn innovative and forward thinking processes to improve upon their Retail, Hospitality, and Tourism strategic planning and curriculum development.

Another equally important objective is for the R/H/T Deputy Sector Navigator and Sector Navigator to connect with high level Industry representatives to build a network of advisors who will provide direction and sit on newly formed Advisory Committee(s); these participants will be tasked to support the ongoing regional Community College efforts in developing programming to provide current curriculum and training opportunities to meet the specific needs of industry in the region and statewide.

#### **Need:**

Retail, Hospitality and Tourism (R/H/T) is a critical sector for economic viability and sustainability of the Bay Area Region. As technology expands and AI becomes more prevalent, the R/H/T sector will be one of the few disciplines where careers show great promise. As our society has moved from a manufacturing base to more of a service orient base, R/H/T has played a growing role in consumers spending and activity patterns. Convenience of food, retail and hospitality-oriented offerings is on the rise and will continue. Entertainment plays a significant role in the everyday lives of consumers. To provide for this growing need, R/H/T educational offerings will need to be developed to prepare qualified, skilled employees. Customer Service skills and aptitudes will play prominently into those roles. In order to be effectively prepared to meet the current and future challenges represented by these emerging needs, Business and Industry will need to be appropriately engaged by educational partners to work together in the development of relevant and effective trainings, programming and degree pathways.

**OBJECTIVES:**

- Share WEDD Vision for Success
- Promote a partnership between Industry in the Retail, Hospitality & Tourism (R/H/T) sector and Community College stakeholders to rebrand R/H/T as an attractive career with exciting educational pathways
- Provide networking opportunities between Community Colleges and R/H/T Industry. Encourage forward thinking Industry representatives to partner in curriculum and/or training development
- Showcase innovative initiatives such as Food Trucks, Catering, Farm to Table education, High School culinary competitions, use of Shipping Containers for various R/H/T uses, Industry recognized Certificates, Internships
- Provide an opportunity for R/H/T Deputy Sector Navigator and R/H/T Sector Navigator to establish relationships with regional Industry representative(s) toward formation of regional and statewide Advisory Committee(s)

Exhibit B

**RHT Industry Focus Event Budget Items**

**Sonoma County Junior CCD District (on behalf of Santa Rosa Jr College)**

Facility Rental/Use + setup, Venue Staff

Parking, direction signage

A/V rental - projector/screen/sound system

Table/chair rentals/stanchion/draping/tape or pipe

Accessories/other event-related items

Guest Speaker/Facilitator/Key Lead for industry event

Signage, posters, marketing related costs

Food/beverages

Assistants to organize/coordinate on the day of event

Facilities/Construction/Handy Person (setup, etc.)

Lead Volunteer coordinator, professional development presenter

Participant Support Materials

Photographers/Videographers & video/marketing materials production

A/V support and other assistants

**GRAND TOTAL FOR EVENT \$11,247**

Sub-agreement between RSCCD and Sonoma County Junior CCD

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC to award the Sector Navigator – Information Communication Technology (ICT)/Digital Media - Industry Sector Projects in Common (ISPIC) funded by the Key Talent Administration and Sector Strategy Fiscal Agent 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 in the *Doing What Matters* Framework, as well as for other special projects and partners.

**ANALYSIS**

Industry Sector Projects in Common (ISPIC) are designed to engage colleges in implementing projects that are prioritized and informed by industry. The combined efforts of the project partners serve to take strategic work to scale, and strengthen the alignment between the colleges and industry to collaboratively inform the development and implementation of career education.

The Chancellor's Office has allocated funds for ISPIC projects for each of the ten industry sectors. The statewide Sector Navigators will use these funds or allocate funds to college and other partners to implement ISPIC projects approved by the Chancellor's Office. An ISPIC project has been created for the following sector:

Sector	Subcontractor	Agreement#	Amount
Information and Communication Technologies (ICT)/ Digital Media	Integrative Impact, LLC	DO-18-2565-110	\$86,000

**Project Director:** Sarah Santoyo

**Project Administrator:** Enrique Perez

**RECOMMENDATION**

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

Fiscal Impact: \$86,000 (grant-funded)	Board Date: May 28, 2019
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	5.3 (1)

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
INTEGRATIVE IMPACT LLC**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 28<sup>th</sup> day of May, 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 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 for Jobs and the Economy* 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 participate in an **Industry Sector Project in Common (ISPIC) for Information and Communication Technologies (ICT)/ Digital Media**, 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 May 29, 2019, through December 31, 2019. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$86,000 USD.



4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPICS memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A payment of 50% of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Invoices will be submitted based on the table below.

Invoice	Due Date	Amount
50%	Upon Execution	\$ 43,000
20%	6/30/2019	\$ 17,200
20%	9/30/2019	\$ 17,200
10%	12/31/2019	\$ 8,600
<b>Total Costs</b>		<b>\$ 86,000</b>

Payment to the SUBCONTRACTOR will not exceed the amount listed under Article I.3. "Total Cost."

7. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
 ATTN: Sarah Santoyo, Asst. Vice Chancellor, Educational Services  
 2323 North Broadway, Suite 201  
 Santa Ana, CA 92706

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. Independent Contractor

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

11. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

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

13. Audit

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

14. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents,

employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

15. Termination

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

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

16. Disputes

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

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

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Sarah Santoyo  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Name: Nicole Sherman, Owner  
Company: Integrative Impact LLC  
Address: 8941 Atlanta Avenue, Suite 421  
Huntington Beach, CA 92646  
Phone: (714) 334-0042  
Email: [nicole@integrativeimpact.com](mailto:nicole@integrativeimpact.com)

18. Total Agreement

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

19. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 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: Integrative Impact  
LLC

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Nicole Sherman

Title: Business Operations/Fiscal Services

Title: Owner

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

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

81-1279311

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 28, 2019

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 07/18 and Article II, Rev. 05/14 ([link](#))

*(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 #8.)*

**Integrative Impact, LLC**  
8941 Atlanta Avenue  
Suite 421  
Huntington Beach, CA 92646

**Nicole Sherman**  
(714) 334-0042  
nicole@integrativeimpact.com  
www.integrativeimpact.com



# PROPOSAL SUMMARY

## **Industry Sector Projects in Common (ISPIC) ICT-Digital Media Sector**

Statewide project planning and development to leverage and scale investments made by community colleges.

Prepared for:

Sarah Santoyo

**Executive Director, Resource Development**  
**Rancho Santiago CCD**  
**Santoyo\_Sarah@rscdd.edu**

**Proposal Issued:**  
May 14, 2019

## Project Objective

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The primary objective of this project is to develop and enhance statewide ICT programs by leveraging current community college Strong Workforce investments, and bring them to a level of scalability statewide.

## Services to be Performed & Budget

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Projects as listed on the ISPIC template include:

Project Description	Budget
<p><b>1. Regional Entertainment Asset Marketing with Introductory Bootcamp Program</b>            This project will increase the awareness and utilization of CCC entertainment assets statewide by developing and promoting an entry-level Production Assistant bootcamp, which has been piloted at LA Valley College.</p>	<p>\$30,000: Project lead to contract directly with RSCCD            \$2,000: Supplies            \$5,000: Other            \$9,500: Integrative Impact project management</p> <p>Project Total: \$46,500  <b>Amount to Integrative Impact: \$16,500</b></p>
<p><b>2. Computer Science Transfer Best Practices</b>            After a review and analysis of the CCC computer science transfer performance data, a guidance document describing best practices will be developed for CCCs. A pamphlet for students and parents will describe how to get a computer science degree starting at a CCC</p>	<p>\$15,000: Project lead to contract directly with RSCCD            \$2,000: Supplies            \$4,000: Other            \$5,500: Integrative Impact project management</p> <p>Project Total: \$26,500  <b>Amount to Integrative Impact: \$11,500</b></p>
<p><b>3. BIW Cohort Industry Engagement through Alumni and Hybrid Program Development</b>            Faculty with successful BIW programs will develop a method of inviting CCC alumni to engage with BIW cohort students and/or hire program completers. A guidance document will also be developed to assist faculty in expanding their BIW programs to include hybrid certificates with other departments.</p>	<p>\$18,400: Project lead(s)            \$2,000: Supplies            \$3,000: Other            \$5,600: Integrative Impact project management</p> <p>Project Total: \$29,000  <b>Amount to Integrative Impact: \$29,000</b></p>



<p><b>4. Digital Media Communications Opportunities for Upskillers</b> An identified Digital Media Content Creation course bundle will be finalized and promoted as a recommended foundation of classes for adults needing to upskill in this area.</p>	<p>\$18,400: Project lead(s) \$2,000: Supplies \$3,000: Other \$5,600: Integrative Impact project management</p> <p>Project Total: \$29,000 Amount to Integrative Impact: \$29,000</p>
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Integrative Impact has identified and will hire and manage dedicated consultants for each project (see ISPIC template). Detailed workplans and timelines for each project will be approved by Steve Wright, ICT-DM Sector Navigator with written updates submitted monthly.

## Compensation

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The project teams will be paid as outlined in the ISPIC template, for a total project budget of \$86,000. Billing to RSCCD will be made as directed by RSCCD Executive Director or appointed staff.

## Contact Information

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Nicole Sherman, Owner  
Integrative Impact LLC  
(714) 334-0042  
nicole@integrativeimpact.com

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: ISPIC ICT/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2018/2019  
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

Objective: 1  
Leverage ICT statewide investment for enhancement of Strong Workforce Program CCC investments with enhanced metrics assessments by college.i

**Strong Workforce Metrics:**  
Select:  "College Student and Metric Profiles for DSN Consultations." Strong Workforce Metrics: Enrollment, Equity, Success

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Create a data/metrics enrollment snapshot of students, classes and programs by subsector, college, region and state, to be validated by ICT-DM DSNs.	Data Chart for each college will be developed. Evaluation of metrics will be an indicator of student success by subsector, college, region and state.	2nd quarter 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Karen Beltramo, WestEd
1.2	DSNs share data/metrics enrollment snapshot with each college and work with college contacts to discover best of best practices and characteristics of successful student pathways.	DSNs will consult with colleges in their region to share and support targeted best practices for metrics success	3rd & 4th Qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Karen Beltramo, WestEd
1.3				

5.3 (12)

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: ISPIC ICT/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2018/2019  
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 2  
Leverage ICT statewide investment for enhancement of Strong Workforce Program CCC investments with enhanced metrics impacting Entertainment programs

**Strong Workforce Metrics:**  
Select:  "Regional Entertainment Asset Marketing with Introductory Bootcamp Program." Strong Workforce Metrics: Enrollment, Equity, Success

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Develop a project package for colleges desiring to offer a nine-week or shortened "weekend" Production Assistant bootcamp on their campuses. Resources provided will include industry contacts, syllabi, suggested agenda/format and space required.	DIY package developed from past best practices and share on ICT Website	3rd Qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Dan Watanabe, LA Valley College Saran Fox, Consultant
2.2	Host and promote project package on ICT-DM website and Entertainment EDGE website, including outbound communications and guidance pamphlet	Increase the awareness and utilization of CCC entertainment assets	3rd Qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Dan Watanabe, LA Valley College Saran Fox, Consultant
2.3				

5.3 (13)

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: ISPIC ICT/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2018/2019  
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 3  
Leverage ICT statewide investment for enhancement of Strong Workforce Program CCC investments with enhanced metrics impacting CS TMC programs

**Strong Workforce Metrics:**  
Select:  "Computer Science Transfer Best Practices." Strong Workforce Metrics: Transfer, Enrollment

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Review computer science transfer performance data of CCCs, interview principles of most successful CCCs, students and receiving institutions. Identify criteria for success and best practices for CCCs to implement to enhance success.	Develop, produce and distribute Computer Science Transfer success guidance document for CCCs and Student/Parent specific pamphlet describing how to get a computer science degree starting at a CCC.	3rd qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Alison Moreno, Consultant
3.2				
3.3				

5.3 (14)

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: ISPIC ICT/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2018/2019  
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

**Objective:** 4  
Leverage ICT statewide investment for enhancement of Strong Workforce Program CCC investments with enhanced metrics impacting programs

**Strong Workforce Metrics:**  
Select:  "Industry Certification On-Ramp: Expediting Campus Access for Students and Faculty." Strong Workforce Metrics: Success

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Develop an exhaustive listing of all community college authorized Certiport testing centers (for Microsoft and Adobe exams) and Pearson VUE testing centers (for CompTIA exams).	produce list of testing centers	2nd Qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Charlotte Augenstein, Consultant
4.2	Create a how-to toolkit for colleges desiring to become authorized testing centers and post to sector website. Develop campaign (email, webinars, etc.) to assist interested in colleges in learning about the process and connecting them to the appropriate Certiport and Pearson VUE representatives.	produce How to Tool kit and share with CCCs ( webinar, article)	3rd qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Charlotte Augenstein, Consultant
4.3	Develop a catalog of all community college testing centers which lists the locations, tests offered, prep courses offered, contact information. Determine the best channels to market this to students interested in ICT-DM related programs.	produce public facing document for students	3rd qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Charlotte Augenstein, Consultant

5.3 (15)

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: ISPIC ICT/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2018/2019  
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

Objective: 4  
Leverage ICT statewide investment for enhancement of Strong Workforce Program CCC investments with enhanced metrics impacting programs

Strong Workforce Metrics:  
Select:  "Industry Certification On-Ramp: Expediting Campus Access for Students and Faculty." Strong Workforce Metrics: Success

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.4	Develop method of encouraging ICT faculty to obtain and maintain current industry certifications	Sgare voucher program with Faculty	3rd Qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Charlotte Augenstein, Consultant
4.5				
4.6				

5.3 (16)

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: ISPIC ICT/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2018/2019  
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

Objective: 5  
Leverage ICT statewide investment for enhancement of Strong Workforce Program CCC investments with enhanced metrics impacting BIW programs

**Strong Workforce Metrics:**  
Select:  "BIW Cohort Industry Engagement through Alumni and Hybrid Program Development." Strong Workforce Metrics: Equity, Enrollment, Success

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Expand the Business Information Worker program to include a network of CCC alumni who will engage with BIW cohorts and/or hire BIW program completers	Increase the number of BIW cohort activities that include alumni and potential mentors, or employers	3rd Qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Amity Perry, Cuesta College
5.2	Expand the Business Information Worker program to include guidance on developing BIW hybrid programs with departments outside of computer business applications.	Guidance document outlining the process for developing BIW hybrid programs including pathway/certificate examples that can be used as models by CCCs statewide	2nd qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Pablo Romero, College of the Desert
5.3				

5.3 (17)

EXHIBIT A  
THIS FORM MAY NOT BE REPLICATED  
**APPENDIX B**

PROJECT: ISPIC ICT/Digital Media  
DISTRICT: Rancho Santiago CCD  
COLLEGE: N/A  
FISCAL YEAR: 2018/2019  
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)  
Objectives/Common Metrics**

Objective: 6  
Leverage ICT statewide investment for enhancement of Strong Workforce Program CCC investments with enhanced metrics impacting DM programs

Strong Workforce Metrics:  
Select:  "Digital Media Communications Opportunities for Upskillers." Strong Workforce Metrics: Equity, Enrollment, Success

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Finalize the Digital Media Content Creation course bundle (a suggested group of skills for upskilling in digital media communications for hybrid workers) as a consumer facing set of recommendations and begin faculty awareness	Build more effective utilization of CCC digital media offerings statewide by publishing Guidance Document and hosting webinar of effective DM combinations for student success	3rd qtr 2019	Steve Wright, ICT-DM Sector Navigator Nicole Sherman, Integrative Impact Consultants TBD
6.2				
6.3				

5.3 (18)



STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



October 21, 2017

**To:** Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Career Education (CTE) Deans  
Regional Consortia Chairs & Other WED Grantees

**From:** Van Ton-Quinlivan Vice Chancellor,  
CCCCO Workforce & Digital Futures

**CC:** Javier Romero, Dean, CCCCCO Workforce & Economic Development  
CCCCO WED Leadership & Staff  
Sector Navigators, Deputy Sector Navigators

**Subject:** **Match Dollars to Promote Industry Sector Projects-in-Common  
Year 2 of the Strong Workforce Program**

**INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)**

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars\* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

*\*Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

**HOW DO I SEEK OUT THE MATCH?**

## EXHIBIT B

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to [ispics@cccco.edu](mailto:ispics@cccco.edu)

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)**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Second Amendments to the Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura County, Yosemite Community College Districts to award Centers of Excellence (COE) for Labor-Market Research grants to Host Colleges/Districts in the State of California	
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**

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 regional colleges as a basis for program planning, resource alignment, and resource development. The Fiscal Agent, RSCCD, created sub-agreements with the colleges/districts that have opted to continue to serve as hosts for the COEs.

The Chancellor’s Office is awarding a three-month, no-cost extension for each COE. Consequently, the performance period of January 1, 2019, through June 30, 2019, shall be extended to September 30, 2019. The Fiscal Agent, RSCCD, created an amendment to extend the performance period for each district hosting a COE. Each district will also be providing a revised scope of work and budget to be approved by the Chancellor’s Office.

To access a copy of the original sub-agreement and first amendment, please [click here](#).

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

**RECOMMENDATION**

It is recommended that the Board approve these second 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 May 28, 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**

<b>College/District</b>	<b>Amendment #</b>	<b>Amount (no change)</b>
Chaffey College/Chaffey CCD <i>(Inland Empire – Regional Director)</i>	DO-18-2565-51.02	\$100,000.00
Los Rios CCD <i>(North/Far North – Regional Director)</i>	DO-18-2565-52.02	\$100,000.00
Los Rios CCD <i>(North/Far North – Statewide Director)</i>	DO-18-2565-53.02	\$150,000.00
MiraCosta College/MiraCosta CCD <i>(San Diego/Imperial – Regional Director)</i>	DO-18-2565-54.02	\$100,000.00
Mt. San Antonio College/Mt. San Antonio CCD <i>(Los Angeles/Orange County – Regional Director)</i>	DO-18-2565-55.02	\$125,000.00
City College of San Francisco/San Francisco CCD <i>(Bay Area – Regional Director)</i>	DO-18-2565-56.02	\$125,000.00
Ventura County CCD <i>(South Central Coast – Regional Director)</i>	DO-18-2565-57.02	\$125,000.00
Modesto Junior College/Yosemite CCD <i>(Central Valley/Mother Lode – Regional Director)</i>	DO-18-2565-58.02	\$100,000.00
	<b>TOTAL</b>	<b>\$925,000.00</b>

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

This second amendment (hereinafter “Amendment”) is entered into on this 28<sup>th</sup> day of May, 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, and the First Amendment #DO-18-2565-[xx].01 dated February 4, 2019, between the parties 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:

**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 and 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.

**Period of Performance will be amended as follows:**

2. Period of Performance  
The period of performance for this Agreement shall be from January 1, 2019, through June 30, 2019, extended to September 30, 2019.

**Budget will be amended as follows:**

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A and Exhibit A.1*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Expenditure of funds related to the extension period (July 1, 2019, through September 30, 2019) should only include salaries and fringe benefits costs categories (*Exhibit A.1*). Modifications to the budget are allowed without prior approval, as long as budget categories are not 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.

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 Second Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: [Name of  
Community College District]

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

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

Board Approval Date: May 28, 2019

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits (revised May 2019)

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

Exhibit A.1: Scope of Work (Extension Period) 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



## **INSTRUCTIONS FOR COMPLETING THE ANNUAL WORKPLAN**

The workplan is the annual statement of work for the proposed project. The form outlines the project's objectives, activities, outcomes, timelines, and responsible individuals. The workplan also serves as the major foundation for linking the various pieces of the proposal together. Thus, it is important that objectives of the work plan are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes.

### **Objectives Section**

The objectives should serve the major goals that will implement the project. Proposed project objectives should be based on the scope of the proposed project while remaining consistent with the Objectives of the RFA Specification. The RFA Specification has identified the minimum Required Objectives. The applicant must address these objectives for the project. Additional project objectives may be added. Objectives must be itemized and stated in measurable terms. The project objectives must be performance-based. Add any performance measures that will have an overall impact of the project on the region.

List one objective per form, along with corresponding procedures/activities, measurable outcomes, timelines, and responsible individuals. Label the objectives in sequential order: Objective #1.0 at the top of page one; Objective #2.0 at the top of page two, and so forth. Additional copies of the form will be needed to address all of the project objectives.

### **Activities Section**

Project activities are the tasks that need to be completed in order to achieve the project objectives. Activities and tasks are the basic steps that need to be taken to implement the project and to achieve results. Objectives and Activities should naturally link to outcomes. Major activities and tasks should be outlined in the activities section of the work plan for each objective. The RFA Specification identifies minimum Required Activities. Outline each of the procedures and/or activities that will be implemented to accomplish each of the project's objectives.

List all major activities associated with each objective. Each objective should be numbered in sequential order as outlined above.

### **Measurable Outcomes Section**

Each objective should result in measurable outcomes that clearly link to the objectives and activities. Describe the outcomes in qualitative and quantitative terms. Address any performance outcomes unique to this project that will result from the implementation of the objectives and activities listed in the Workplan. Examples:

**Objective:** assist domestic employers to move into foreign markets.

**Outcome:** 40% of clients receiving in-depth consulting will find opportunities in foreign markets and increase revenue.

**Objective:** develop a training program in hospitality that could include a career ladder.

**Outcome:** 20% of students trained in program will be hired.

**Objective:** Develop a course in Web Design that will be made available to any college that requests it and offer the course in the Spring 2004 term

**Outcome:** Course is approved by faculty, distributed to 20 colleges and offered in the Spring term to 40 students.

### **Timeline Section**

Provide a calendar of projected completion dates for key activities within the term of the grant. Target months of completion for project objectives are preferable to specific dates.

### **Responsible Persons Section**

Identify, by position, the individuals responsible for completing key activities. Partners from other entities should be included.

Chancellor's Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Specification No.: \_\_\_\_\_

# WORKPLAN

**Objective:** (Based on RFA Specification) (Only one objective per page)

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons

Exhibit A.1

Chancellor's Office  
California Community Colleges

**APPLICATION BUDGET SUMMARY**

**RFA Specification No.:** \_\_\_\_\_ **Program Year:** \_\_\_\_\_

**RFA Specification Title:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

**District/College:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

<b>Object of Expenditure</b>	<b>Classification</b>	<b>Line</b>	<b>Total Program Funds Requested</b>	<b>Match</b>
1000	Instructional Salaries	1		
2000	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and Materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
<b>Total Direct Costs</b>		8	-	-
<b>Total Indirect Costs (4% of line 8)</b>		9		
<b>Total Project Costs</b>		10	-	-

**NOTE:** Provide an Application Budget Detail Sheet for each funding source including match, if required.

**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**

**Project Director Name/Title** \_\_\_\_\_  
(Authorized Signature) Date

**District Chief Business Officer** \_\_\_\_\_  
(Authorized Signature) Date



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of Second Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for the Sector Navigator – Information Communications Technology (ICT)/Digital Media Sector Grant	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded a 2018/19 Sector Navigator – Information Communications Technology (ICT)/Digital Media grant, award #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 Chancellor's Office is providing a no-cost performance extension of our FY 2018/19 ICT/Digital Media grant to accommodate unforeseen delays with the FY 2019/20 grant renewal process. Rancho Santiago Community College District and Stephen A. Wright, LLC have mutually agreed to extend the performance period through August 31, 2019, and to augment this sub-agreement from \$178,000 to \$206,666 (increase of \$28,666). A second amendment to the sub-agreement has been prepared accordingly (DO-18-2535-03.02).

To access a copy of the sub-agreement and first amendment, please [click here](#).

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

**RECOMMENDATION**

It is recommended that the Board approve the second 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: \$28,666 (grant-funded)	Board Date: May 28, 2019
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	

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
*STEPHEN A. WRIGHT, LLC***

This **Second Amendment** (hereinafter “Amendment”) is entered into on this 28<sup>th</sup> day of May, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Stephen A. Wright, 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 amend the Period of Performance and the Total Cost of the Agreement;

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

**Item 2. Period of Performance is amended as follows:**

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2018, through June 30, 2019, shall be extended through August 31, 2019.

**Item 3. Total Cost is amended as follows:**

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$206,666 USD (*Exhibit A, Amended 05/28/19*).

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 SECOND AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Stephen A. Wright,  
LLC

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Steven A. Wright

Title: Business Operations/Fiscal Services

Title: Manager

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

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

81-2592903

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 28, 2019

EXHIBIT A

**Stephen Wright SN - Amendment # 2 Budget**  
**May 28, 2019**

\$ 172,000.00	Original contract amount		
\$ 6,000.00	Augmentation on amendment #1	\$14,333.00	Monthly payment
<b>\$ 178,000.00</b>	<b>Amendment # 1 Total</b>		2 Months to cover Steve's Salary
\$ 28,666.00	Augmentation on amendment #2	<b>\$28,666.00</b>	<b>Augmentation to cover extension</b>
<b>\$ 206,666.00</b>	<b>New amendment # 2 Total</b>		



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC**

**May 28, 2019**

**MANAGEMENT**

Appointment/Employment Agreement/Attachment #1

Chancellor  
District  
Effective: To Be Determined  
Salary Placement: To Be Determined

Appointment

Estevez, Veronica Jean  
District Administrator for Institutional Equity,  
Compliance & Title IX  
Human Resources  
District  
Effective: May 31, 2019  
Salary Placement: A-1 \$150,489.91/Year

Extension of Interim Assignment

Forero, Jorge  
Interim Director, Technology Infrastructure  
& Support Services  
Information Technologies & Services  
District  
Effective: May 1 – May 31, 2019  
Pay Rate: D-5 \$70.75/Hour

Ratification of Resignation/Retirement

Lawson, Cassell Avon  
Dean, Business & Career Technical Education  
Santiago Canyon College  
Effective: May 27, 2019 (Last Day)  
Reason: Resignation

**FACULTY**

Appointment

Bittner, Matthew  
Assistant Professor, Automotive  
Technology/Engine  
Human Services & Technology Division  
Santa Ana College  
Effective: August 19, 2019  
Tentative Salary Placement: I-3 \$58,486.59/Year  
(AC19-0728)

Castellanos, Ralph  
Assistant Professor, Communication Studies  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: August 19, 2019  
Tentative Salary Placement: II-3 \$62,839.06/Year  
(AC19-0732)

**FACULTY (CONT'D)**

Appointment (cont'd)

Gonzalez, Sara  
Assistant Professor, English  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: August 19, 2019  
Tentative Salary Placement: II-3 \$62,839.06/Year  
(AC19-0731)

Patch, Nicole  
Assistant Professor, Library Science  
Fine & Performing Arts Division  
Santa Ana College  
Effective: August 19, 2019  
Tentative Salary Placement: II-3 \$62,839.06/Year  
(AC19-0740)

Smith, Elizabeth  
Assistant Professor, American Sign Language  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 19, 2019  
Tentative Salary Placement: II-3 \$62,839.06/Year  
(AC19-0724)

Yimenu, Bethlehem  
Assistant Professor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 19, 2019  
Tentative Salary Placement: VII-3 \$77,370.81/Year  
(AC19-0723)

Ratification of Resignation/Retirement

Parolise, Michelle  
Professor/Coordinator  
Occupational Therapy Assistant Program  
Human Services & Technology Division  
Santa Ana College  
Effective: August 6, 2019 (Last Day)  
Reason: Retirement

Adjusted Final Salary Placement

Huskey, Jason  
Assistant Professor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College  
Effective: August 19, 2019  
From: VII-C \$124,511.31/Year  
To: VII-11 \$98,920.27/Year  
(Requisition #AC19-0725)

Additional 2018/2019 Contract Extension Days

Gonzalez, Adrianna  
Associate Professor/Coordinator  
Adult Basic Education  
Continuing Education Division  
Santa Ana College  
Effective: July 1, 2018 – June 30, 2019  
From: 4 Contract Extension Days  
To: 7 Contract Extension Days  
Contract Extension Rate: VI-12 \$493.05/Day

**FACULTY (CONT'D)**

Leave of Absence

Saldivar, Juliana  
Instructor, High School Subjects  
Continuing Education Division (CEC)  
Santa Ana College

Effective: May 27 – August 17, 2019  
Reason: Maternity Leave

Part-time/Hourly New Hires/Rehires

Henein, Mary F.  
Clinical Psychologist  
Health & Wellness Center  
Santiago Canyon College

Effective: May 16, 2019  
Hourly Rate: 1-1 \$76.56

Marquez, David P.  
Instructor, Fire Technology  
Human Services & Technology Division  
Santa Ana College

Effective: April 24, 2019  
Hourly Lecture/Lab Rates: I-5 \$64.57/\$58.12

Medrano, Yvonne G.  
Instructor, Law/Paralegal  
Business Division  
Santa Ana College

Effective: June 17, 2019  
Hourly Lecture Rate: IV-3 \$67.79

Melchor, Ryan O.  
Instructor, Fashion Design Merchandising  
Human Services & Technology Division  
Santa Ana College

Effective: May 28, 2019  
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Nguyen, Hoc  
Instructor, Automotive Technology  
Human Services & Technology Division  
Santa Ana College

Effective: August 19, 2019  
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Reekers, Annie E.  
Instructor, High School Subjects/Bridge  
Continuing Education Division (CEC)  
Santa Ana College

Effective: May 28, 2019  
Hourly Lecture Rate: II-3 \$51.51

Non-paid Instructor of Record

Ewald, Christopher L.  
Instructor, Apprenticeship/Electrician (equivalency)  
ISA/OC Electrical Training Trust  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: May 13, 2019

**FACULTY (CONT'D)**

*Non-paid Instructor of Record (cont'd)*

Ordonez, Steve V.  
Instructor, Apprenticeship/Carpentry (equivalency)  
ISA/Southwest Carpenter's Training Fund  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: May 13, 2019

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
CHANCELLOR EMPLOYMENT AGREEMENT**

**1. Parties.** The Rancho Santiago Community College District ("District"), through the Board of Trustees ("Board") of the District, on the one hand, and \_\_\_\_\_ ("Chancellor"), on the other hand, hereby enter into this Chancellor Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Chancellor are referred to herein individually as "Party" and collectively as "Parties."

**2. Position.** District, pursuant to Board Policy 2431, hereby employs Chancellor in the position of Chancellor of the District ("Position"). Chancellor is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

**3. Term.** This Agreement supersedes any and all prior written and oral agreements and shall be in effect for the two (2) year period beginning on July 1, 2019 and remain in effect until June 30, 2021, unless terminated sooner by the parties, or amended by the Parties. The Board of Trustees shall send to Chancellor written notice of non-renewal by June 30<sup>th</sup> of the last year of the Agreement. If, prior to June 30<sup>th</sup> of the last year of this Agreement, the District does not send or deliver a written notice to Chancellor that this Agreement shall not be extended for an additional year, then this Agreement shall be automatically extended for an additional 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. Such nonrenewal shall be at the sole discretion of the Board of Trustees acting with or without cause.

**4. General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

**5. Duties and Responsibilities.** Chancellor 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 Chancellor by the Board. Chancellor is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board may adopt or amend the job description for the Position. Chancellor 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 Chancellor or interfere with Chancellor's duties. In those cases in which Chancellor engages in outside professional activities which generate compensation for services provided, Chancellor shall utilize vacation days.

**6. Transfer, Reassignment, or Title Change.** The Board, may transfer or reassign Chancellor to any position within the District for which Chancellor 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 Chancellor due to such discretionary transfer, reassignment, or title change.

**7. Salary.** District shall pay an annual salary to Chancellor in the amount of Three Hundred Twelve Thousand Dollars (\$312,000.00) per academic year (July 1<sup>st</sup> through June 30<sup>th</sup>), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Chancellor during

the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed. 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. Chancellor is an exempt employee and is not eligible for overtime pay or compensatory time off.

**8. Merit Based Increases.** The Board and the Chancellor shall establish goals within the first sixty (60) days of this contract and prior to June 30, of each year thereafter for the subsequent school year. Satisfactory achievement of the mutually agreed upon goals shall entitle the Chancellor to a merit increase to base salary commencing July 1, 2020, following receipt of an evaluation in which the Board determines that the agreed upon goals have been met. Thus, the Chancellor shall be eligible for a merit based increase effective July 1, 2020 based on goals established in the summer of 2019 for the 2019-20 school year. The amount of all merit based increases shall be determined by the Board in its sole discretion following input from the Chancellor and shall range between zero (0) and three percent (3%) based on the Chancellor's performance evaluation.

**9. Automobile Allowance.** The District shall pay the Chancellor an automobile allowance of Five Hundred Dollars (\$500) per month payable on the first day of each month succeeding any month in which services are rendered under this Agreement.

**10. Home Technology.** So that the Chancellor shall be able to perform work on behalf of the District at his home, the District shall provide a laptop computer, printer, and fax machine, to the Chancellor for the Chancellor's home office. Such equipment shall be purchased, installed, and maintained at District expense. District shall also provide Chancellor with a cell phone at the District's expense.

**11. Work Year.** Chancellor is a full-time employee of the District with a work year of twelve (12) months per year. Chancellor is entitled to be absent during District-designated holidays. The Board may add or reduce the number of District-designated holidays.

**12. Health and Welfare Benefits.** District shall provide Chancellor with the same health and welfare benefits as currently approved or as subsequently modified by the Board for all District administrators.

**13. Vacation.** Chancellor shall accrue twenty five (25) vacation days per year of service. Chancellor may not accumulate more than fifty four (54) days of unused vacation as of July 1 of any academic year.

**14. Leaves.** Chancellor shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

**15. Teaching Assignments.** Subject to Board approval, and presuming that Chancellor meets minimum qualifications, Chancellor may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Chancellor's service in the Position.

**16. Professional Meetings and Activities.** All reasonable and necessary expenses of attendance by Chancellor at such a meeting or activity shall be paid by District only if approved by the Board of Trustees.

**17. Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute Six Hundred Dollars (\$600) per month to a tax-sheltered annuity selected by Chancellor.

**18. Professional Expenses Allowance.** Because the Position requires attendance at various local professional activities on behalf of District, Chancellor shall be entitled to charge on a credit card to be issued by the District up to (\$1,000) per month to pay for costs associated with such activities. Reimbursement for conference expenses shall be paid in accordance with Board Policy and procedures.

**19. Evaluation.** Chancellor may be evaluated by the Board at any time, but not less than once per year. The Board's formal evaluation of Chancellor shall be pursuant to Board Policy 2435. In this regard, District and the Chancellor acknowledge that the employment relationship between the Board and Chancellor is unique, special and important. This relationship requires regular communication and feedback.

**20. Retreat Rights.** The faculty retreat rights for Chancellor, shall be in accordance with Section 87458 of the *Education Code*. Chancellor 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.

**21. Dismissal or Imposition of Penalties during the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Chancellor during the term of this Agreement shall be for 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. Chancellor shall be entitled to due process protections as required by law.

**22. Resignation.** Chancellor may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board, or upon a shorter period of time as may be approved by the Board. Chancellor shall notify Board promptly if he becomes a finalist for any other position.

**23. Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 21 of this Agreement, the maximum cash settlement that Chancellor may receive shall be an amount equal to the monthly salary of Chancellor 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 Chancellor 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 Chancellor 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.

**24. Medical Examination.** Upon request of the Board, Chancellor agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Chancellor 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 indicating whether Chancellor is able, with or without reasonable accommodation, to perform the essential functions of the Position.

**25. Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.





The Parties have duly executed this Agreement on the dates indicated below.

Rancho Santiago Community College District

\_\_\_\_\_  
For District: Phillip Yarbrough  
President, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor:

\_\_\_\_\_  
Date

## EXHIBIT "A"

## ARBITRATION PROCEDURES

## ATTACHMENT "A"

## ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

**Covenant to Mediate And Arbitrate All Employment Disputes.** We, the undersigned, do hereby agree and covenant to submit all manner of causes of action, controversies, differences, claims or demands of any kind relating to or growing out of this contract of employment to a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services/Endispute (hereinafter "J.A.M.S."). This two-step process shall begin with mediation before a retired judge or justice from the J.A.M.S. panel followed, if necessary, by binding arbitration before the same or another retired judge or justice from the J.A.M.S. panel to be agreed upon. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violations of the individual Employment Agreement, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, (Title VII of the Civil Rights Act of 1964 as amended; The Age Discrimination In Employment Act; The Americans With Disabilities Act; The Equal Pay Act, The Civil Rights Acts of 1866, 1871 and 1991; Title IX in 20 U.S.C. section 1681; The Rehabilitation Act of 1983; The Fair Employment and Housing Act, etc.) and any other claims, including alleged violations of any federal and/or state constitutional provisions and of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, SHALL BE SUBMITTED TO MEDIATION, AND IF MEDIATION IS UNSUCCESSFUL, TO BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. The parties to this agreement fully and completely understand that the effect of this agreement will result in the waiver of any right to trial by jury that may otherwise have been available to the parties absent this agreement. With this understanding, the parties freely, knowingly and voluntarily enter into this agreement with knowledge of its consequences including the waiver of trial by jury.

**Step 1 Mediation.**

**Initiating Mediation.** Any party to this agreement may demand mediation at any time by serving a written demand in person or by registered, certified or federal express mail and also serving a copy of the demand and of the dispute resolution agreement on the Chief Operating Officer, Operations Manager or Contract Dispute Resolution Administrator at the nearest or most convenient office of J.A.M.S. The written demand shall set forth the names, addresses, telephone number and fax numbers of all parties to the contract of employment and brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem.

**Selection of Mediator.** Within ten (10) days of service of the demand upon J.A.M.S., the Administrator will contact all interested parties to select a mutually agreeable mediator. If the parties have no particular mediator in mind, or cannot agree on a mediator, the Administrator will submit a list of mediators, and their resumes numbering one more than there are parties. Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names.

**Enforcement of Agreement.** Failure of any party to participate in this mediation process or to designate or strike a name for mediator will not operate to delay or prevent this mediation process. The parties hereby agree that the mediation provisions of this agreement may be enforced by the same manner as an arbitration agreement. The mediation provisions may be enforced by petition to any court or general jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator. Further the parties agree the court may award attorneys fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

**Hearings — Scheduling/Parties Present.** After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator

was selected. The parties understand and agree that, besides counsel retained at each party's own expense, a representative from each side with full settlement authority will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

**Discovery.** In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information with the help of the mediator, if required.

**Position Papers.** No later than one week before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on all other parties.

**Participation by Mediator.** Once familiar with the case, the mediator will, if requested by the parties, give an opinion of the probable outcome of the case and the range of value, both in terms of settlement and arbitration hearing, if the matter were to be litigated before an arbitrator. The mediator will, without an instruction from the parties to the contrary, give recommendations on terms of possible settlement conditions to be imposed upon the parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the parties.

**Fees and Costs.** The fees and costs of the mediation shall conform to the then current fee schedule at J.A.M.S. and, in the absence of an agreement to the contrary, will be borne equally by all parties.

**Confidentiality of Proceedings.** The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code § 1152.5 shall apply to any mediation conducted hereunder. Subdivisions (a) and (b) of California Evidence Code § 1152.5 provide as follows:

"(a) Subject to the conditions and exceptions provided in this section, when persons agree to conduct and participate in a mediation for the purpose of compromising, settling, or resolving a dispute:

- (1) Evidence of anything said or of any admissions made in the course of the mediation is not admissible in evidence, and disclosure of any such evidence shall not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.
- (2) Unless the document otherwise provides, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, is admissible in evidence, and disclosure of any such document shall not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.

(b) Subdivision (a) does not limit the admissibility of evidence if all persons who conducted or otherwise participated in the mediation consent to its disclosure."

The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views and opinions including impeachment, in any litigation or other proceeding subject to discovery or admissible in is not excluded from discovery or admission in evidence simply as a result of it having been used in connection with this settlement process.

**Termination of Mediation Process.** The mediation process shall continue until the matter is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution, short of referring the matter to the adjudication phase of this dispute resolution process.

## Step 2. Arbitration

Should any disputes remain existent between the parties after completion of the mediation resolution process set forth above, then the parties shall promptly submit such disputes to binding arbitration administered by J.A.M.S.

**Initiating Arbitration.** Arbitration shall be initiated in the following manner:

- a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable state (federal) statute of limitations, and
- b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any regional office of J.A.M.S., together with the appropriate filing fee as provided in the existing fee schedule.
- c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.
- d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

**Appointment and Powers of Arbitrator.** The case shall be submitted to a single arbitrator chosen by the parties from a list of retired judges and justices at J.A.M.S. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from the demand for arbitration, then either party may request the Contract Arbitrator Administrator at said service to furnish a list of three names and each side may strike one name, thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the Contract Arbitration Administrator of J.A.M.S. will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing said arbitrator shall have the power to appoint another in his or her stead under the procedures prescribed herein, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to them and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be awarded or directed to be done.

Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either party shall in the meantime have access to and be permitted to inspect and take copies of all or any of the same relating to the matters in difference.

The arbitrator shall have the power to order and direct what he or she shall deem necessary to be done by either of the parties relating to the matters in dispute.

The arbitrator shall have the power to order and direct what he or she shall deem necessary to be done by either of the parties relating to the matters in dispute.

The arbitrator shall have full power to give such directions and to make such orders in the matters so referred to them as he or she shall deem just.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. An arbitrator may include an injunction or orders for specific performance of part or all of an award.

**Costs and Fees.** Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of J.A.M.S. shall be borne equally by the parties.

**Pre-Hearing.** Once the arbitrator is chosen, the Contract Arbitration Administrator at J.A.M.S. may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

**Discovery.** Discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause, utilizing the following guidelines:

- a. The arbitrator shall have discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.
- b. The deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of form interrogatories approved by the Judicial Council shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. Their depositions and all other discovery shall be allowed only upon a showing of good cause.

**Evidence.** Judicial Rules relating to the Order of Proof, the conduct of the hearing and the presentation and admissibility of evidence will not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

**Time Limits.** The award shall be made in writing by the arbitrator on or before the thirtieth day following the conclusion of the arbitration.

**Reasoned Opinion.** In rendering the award, the arbitrator must set forth the findings of fact and the conclusion(s) based thereon.

**Applicable Law.** The arbitration shall follow the substantive law of California and any relevant federal law. This shall include the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this agreement and specifically excepting therefrom sections of the statute dealing with discovery and sections requiring notice of hearing date by registered or certified mail.

**Notice.** Each party shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgement on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, telex, telegram, or other written forms or electronic communication to give the notices required by these rules.

**Finality of Award.** The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of California. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award.

I have carefully read the contents of this Alternative Dispute Resolution Procedure and knowingly agree to be bound by its contents.

Rancho Santiago Community College District

\_\_\_\_\_  
For District: Phillip Yarbrough  
President, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor:

\_\_\_\_\_  
Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
MAY 28, 2019**

**CLASSIFIED**

Revised Title/Job Description Attachment #1

From: Electronic Media Specialist Grade 15  
To: Digital Media Specialist

Revised Job Description Attachment #2

Distance Education Services Specialist Grade 15

Professional Growth Increments

McAdam, Justin	Effective: June 1, 2019
Gardener Utility Worker/ Admin. Services/ SAC	Grade 8, Step 5 + 7PG (3500) \$54,355.80

Out of Class Assignment

Cadenas, Marlon	Effective: 05/13/19 – 06/14/19
Counseling Assistant/ EOPS/ SAC	Grade 5, Step 3 + 1PG (500) \$41,606.37

Change in Position

Padron, Baltimore	Effective: May 1, 2019
From: Financial Aid Analyst	Grade 15, Step 3 \$64,617.24
To: Financial Aid Coordinator (CL19-1246) Financial Aid/ SCC	

Leave of Absence

Harrizon, Rosa	Effective: 07/01/19 – 06/30/20
Student Services Specialist/ Student Services/ SAC	Reason: FMLA - Intermittent

Ratification of Resignation/Retirement

Hernandez, Pam	Effective: July 1, 2019
Administrative Secretary/ Humanities & Soc. Sci./ SAC	Reason: Retirement

*Ratification of Resignation/Retirement cont'd*

Huerta, Alfonso Media Systems Electronic Tech./ Admin. Services/ SCC	Effective: August 31, 2019 Reason: Retirement
Ramirez, Martha Administrative Secretary/ Humanities & Soc. Sci./ SAC	Effective: June 7, 2019 Reason: Resignation
Tsao, Theresa Program Specialist/ DSPS/ SCC	Effective: June 14, 2019 Reason: Resignation

**CLASSIFIED HOURLY**

*New Appointments*

DeVera, Breanna Instructional Assistant (CL19-1271) Science & Math/ SCC	Effective: May 11 2019 Up to 19 Hours/Week School Session Grade 5, Step A \$17.85/Hour
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*Temporary to Hourly Ongoing*

Lehman, Erica Student Services Specialist (CL19-1249) Counseling/ SCC	Effective: May 20, 2019 19 Hours/Week 12 Months/Year Grade 10, Step A \$21.80/Hour
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*Leave of Absence*

Connaker, William Learning Assistant/ Counseling/ SCC	Effective: 07/08/19 – 07/19/19 09/09/19 – 09/20/19 Reason: Non Work Days for 11 Month Contract
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*Return to Regular Assignment*

Du, Gary Counseling Assistant/ Continuing Ed./ CEC	Effective: May 4, 2019 19 Hours/Week 12 Months/Year Grade 5, Step A \$17.85/Hour
Shah, Sumitra Learning Assistant/ Student Services/ SCC	Effective: May 13, 2019 19 Hours/Week 11 Months/Year Grade 10, Step A + 5%L \$22.89/Hour



*Ratification of Resignation/Retirement*

Girard, Kristen  
Student Services Specialist/ Student  
Affairs/ SAC

Effective: May 16, 2019  
Reason: Resignation

Hammond, Diana  
Publications Assistant/ Continuing Ed./  
CEC

Effective: December 30, 2019  
Reason: Retirement

**TEMPORARY ASSIGNMENT**

Biedermann, Brett  
Athletic Trainer/Therapist/ Kinesiology/  
SCC

Effective: 06/17/19 – 12/13/19

Blackwell, Jessica  
Instructional Assistant/ Science & Math/  
SAC

Effective: 05/29/19 – 06/30/19

Saldivar, Gerardo  
Custodian/ Facility Planning/ District

Effective: 05/29/19 – 06/30/19

Sanchez, Jose  
Athletic Trainer/Therapist/ Kinesiology/  
SCC

Effective: 06/17/19 – 12/13/19

*Additional Hours for Ongoing Assignment*

Medina, Emiliano  
Custodian/ Child Dev. Center/ CEC

Effective: 03/01/19 – 05/31/19  
Not to exceed 19 consecutive working  
days in any given period.

*Substitute Assignments*

Perez Brennan, Briana  
Learning Assistant/ Student Services/  
SCC

Effective: 04/17/19 – 06/30/19

**MISCELLANEOUS POSITIONS**

Morin, Jane  
Model/ Fine & Performing Arts/ SAC

Effective: 02/25/19 – 06/28/19



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

*Attachment #1*  
CLASS SPECIFICATION  
Revised MAY 2019

## **DIGITAL MEDIA SPECIALIST**

### **CLASS SUMMARY**

This position is responsible for written and visual content development placed on the district and college websites as well as other electronic media communication vehicles, including social media, broadcast, mobile, and online media.

### **REPRESENTATIVE DUTIES**

Analyze and recommend conceptual and technical content strategy and design for the District/college website and intranet/portal; develop promotional strategies using the district's online and new media resources; create graphics for the website and other electronic media; design and maintain the District/college's website and all related menus and templates, with emphasis on eliminating outdated data and maintaining aesthetic and graphic standards; write story and headline summaries for use on websites, produce and post on-line news; review, edit and organize stories, features and articles from various publications for potential posting to organizational websites and/or intranet. Conduct analysis for accuracy and conformity; provide technical and design support for departments and staff in developing public web pages or content appropriate to the intranet. Participate in the development and implementation of training activities for college district personnel. Ensure that all web pages are accessible to people with disabilities; provide online use reports for analysis, suggesting alternatives/improvements that offer greater functionality, navigations, and ease of use; research and analyze new information resource technologies for potential application to existing online mediums; serve as the primary contact for the website, responding to and forwarding web-based inquiries. Perform related duties as assigned.

### **ORGANIZATIONAL RELATIONSHIPS**

This position reports to the designated administrator, providing substantial support to the communications team in the development of both written and visual communications content. This position acts as a liaison to information technology department, and the district-wide community in relation to web development.

### **Minimum Qualifications**

#### **Training and Experience**

Any combination of education and experience equivalent to a Bachelor's degree in Digital Arts, Communications, Information Technology or related field. Three years recent experience in technology-related graphic design, communications, or similar.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
Revised MAY 2019

**DIGITAL MEDIA SPECIALIST CONT'D**

**Knowledge and Abilities**

Knowledge of standard graphic arts software and design, responsive web design and content management systems; knowledge of web page design and principles, practices, trends and techniques; State and Federal accessibility standards and regulations, and current Web Content Accessibility Guidelines (WCAG); ability to work with minimal supervision and take initiative, using good judgment; effective oral and written communication skills and ability to work as part of a professional team; ability to collect, analyze and report data and propose alternatives; skill in time management to effectively organize multiple projects and set priorities to meet a variety of deadlines in an environment of rapid and conflicting demands.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

*Attachment #2*  
CLASS SPECIFICATION  
REVISED MAY 2019

## **DISTANCE EDUCATION SERVICES SPECIALIST**

### **CLASS SUMMARY**

Under general supervision and direction, assists in planning, organizing, and facilitating the operations of the Distance Education department; provides responsible support involving the coordination of diverse functions into a cohesive program/service; required to exercise high degree of independent judgment; assumes and performs related duties and responsibilities as required.

### **REPRESENTATIVE DUTIES**

Consults with faculty and staff to develop accessible instructional materials into effective presentation incorporating appropriate principles of instructional design and ADA compliance; collaborates with faculty and staff to identify target audience training needs to assist in the creation of engaging learning activities and compelling course content; assists in establishing procedures and guidelines for distance education access ,delivery, and best practice standards to maintaining an accessible online environment; coordinates and facilitates activities; assists administration and faculty in delivery of instruction using electronic equipment; trains district faculty and staff in operation and use of learning management systems and distance education multimedia laboratory/instructional design center; assists in developing, implementing, and training faculty and staff through online certifications and workshops; assumes responsibility for the execution of special projects and prepares related reports; assists supervisor in complex reporting and research activities; reviews and processes documents and records related to primary function; operates computers and peripheral equipment as related to distance education functions; prepares equipment for operation, and monitors equipment and communication network to ensure proper performance; secures and maintains equipment and work areas in clean and orderly condition; performs testing and minor debugging of programs; maintains computer files on disk and tape to ensure system integrity; operates auxiliary and support equipment; identifies and troubleshoots operational problems; reports equipment malfunctions and maintains accurate records and problem logs; performs wide variety of complex tasks requiring specialized knowledge and involving frequent and responsible public contacts.

### **ORGANIZATIONAL RELATIONSHIPS**

This class reports to the designated administrator/supervisor.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
REVISED MAY 2019

**DISTANCE EDUCATION SERVICES SPECIALIST (continued)**

**DESIRABLE QUALIFICATIONS GUIDE**

**Training and Experience**

Any combination of training and/or experience equivalent to a bachelor's degree and one-year experience operating and troubleshooting computers and related peripherals and auxiliary equipment. Training could include successful completion of a recognized computer operations training course. Experience in the delivery of instruction using non-traditional and alternative methods using electronic equipment and experience in instructional design highly desirable.

**Knowledge and Abilities**

Knowledge of: principles and techniques of distance education, media-based instruction and instructional delivery systems used to enhance the quality of instruction and student access; uses operation and maintenance of computers and related equipment; principles of planning, organizing, and scheduling; principles of training and supervision; modern office procedures; computer applications used in the delivery of instruction in a non-traditional mode; English, spelling, and grammar; Universal Design for Learning (UDL) pedagogies and educational accessibility principles; Web Content Accessibility Guidelines (WCAG) 2.0 or 2.1, Section 508 accessibility standards outlined in the Rehabilitation ACT (29 U.S.C. §794d) and current web trends, current theories, models and exemplary practices in higher education; major operating systems (i.e., iOS and Windows) and common software application packages (e.g., MS Office, Adobe Creative Suite).

Ability to: plan, organize, schedule, monitor, and perform production of accessible instructional media, programs and projects; train and supervise personnel; communicate effectively; establish and maintain effective working relationships with faculty, staff, administrative personnel, students, and vendors; operate computers, communication networks and related support equipment; identify and troubleshoot equipment and programs; maintain records and make reports; evaluate processes and products and make recommendations for improvements.

Skills: demonstrated performance in operating computers with related peripheral and auxiliary equipment used in delivery of instruction at a distance, following standard operating procedures.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: May 28, 2019
Re:	Presentation of California School Employees Association Chapter 579 Initial Bargaining Proposal to the Rancho Santiago Community College District	
Action:	Receipt of Initial Bargaining Proposal and Approval to Schedule Public Hearing	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the initial bargaining proposal of California School Employees Association Chapter 579 to the Rancho Santiago Community College District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

**ANALYSIS**

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its June 17, 2019 meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees receive this bargaining proposal and schedule a public hearing for June 17, 2019.

Fiscal Impact: None at this time	Board Date: May 28, 2019
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Initial Successor Agreement Proposal of  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
And Its  
Rancho Santiago Community College District Chapter 579 (CSEA)  
2019-2022

The California School Employees Association and its Rancho Santiago Community College District's Chapter 579 (CSEA) with this initial proposal notifies Rancho Santiago Community College District (The District) of CSEA's intent to modify or amend the contract and negotiate a successor agreement.

Article 8 – Evaluation Procedures

- CSEA has an interest in modifying the evaluation criteria.

Article 10 – Leaves

- CSEA has an interest in additional days for bereavement leave.
- CSEA has an interest in additional sick leave for parental leave.

Article 11 – Wages and Hours

- CSEA has an interest in expanding the parameters on holiday pay.
- CSEA has an interest in adding additional holiday(s) to the holiday schedule.

Article 12 – Vacation Leave

- CSEA has an interest in an additional step for vacation accrual.

Article 14 – Wages and Hours

- CSEA is interested in a fair and reasonable wage increase comparable to area standards.
- CSEA has an interest in establishing parameters for schedule changes.
- CSEA has an interest in modifying the salary schedule and longevity step(s) to promote retention.

Article 15 – District Safety Department

- CSEA has an interest in additional coverage for civil and criminal liabilities for District Safety Officers.

Article 16 – Employee Uniforms

- CSEA has an interest in establishing adequate and standardized uniforms for maintenance, grounds, and custodial unit members.

Article 19 – Health and Welfare

- CSEA has an interest in discussing coverage and benefits expansion.



Article 20 – Mileage and Conference Reimbursement and Parking

- CSEA has an interest in discussing the parking fee required by all employees.

Article 23 – Effects of Layoff

- CSEA has an interest in additional days of discussion prior to a layoff taking effect.

Article 25 – Organization Security

- CSEA has an interest in modifying the language in this article to coincide with current law.

CSEA reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

Should you have any questions or concerns, please don't hesitate to contact us. Please feel free to proceed with any requirements for posting prior to negotiations.

Sincerely,

Sheryl Martin  
Chapter President  
CSEA RSCCD CH #579

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form	
Action:	Request for Approval	

**BACKGROUND**

The Chancellor's Office has implemented a new procedure for the allocation of equal employment opportunity funds. This process required each district to certify its activities with respect to nine various methods to improve diversity of the workforce.

**ANALYSIS**

The attached certification form was reviewed and approved through the District's participatory governance process. The Human Resources Committee, which also serves at the District's Equal Employment Opportunity Advisory Committee, approved this certification form on May 8, 2019.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form and authorize its transmission to the State Chancellor's Office.

Fiscal Impact: None	Board Date: May 28, 2019
Item Prepared by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



Equal Employment Opportunity Fund Multiple Method Allocation Certification Form Fiscal Year 2018-2019

District Name: Rancho Santiago Community College District

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

- Yes No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

- Yes No Method 2 (Board policies and adopted resolutions) Method 3 (Incentives for hard-to-hire areas/disciplines) Method 4 (Focused outreach and publications) Method 5 (Procedures for addressing diversity throughout hiring steps and levels) Method 6 (Consistent and ongoing training for hiring committees) Method 7 (Professional development focused on diversity) Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review) Method 9 (Grow-Your-Own programs)

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Tracie Green Title: Vice Chancellor, Human Resources Signature: Date:

Chief Human Resources Officer

Name: Tracie Green Title: Vice Chancellor, Human Resources Signature: Date:

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Dr. Raúl Rodríguez, Ph. D. Title: Chancellor Signature: Date:

President/Chair, District Board of Trustees

Date of governing board's approval/certification: , 2019

Name: Phillip E. Yarbrough Title: President, Board of Trustees Signature: Date:



Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
***Fiscal Year 2018-2019***

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district’s success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

**Nine (9) Multiple Methods**

***Mandatory for Funding***

1. District’s EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

***Pre-Hiring***

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

***Hiring***

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

***Post-Hiring***

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

**Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?**

- Yes**
- No**

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor’s Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district’s Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).



Equal Employment Opportunity  
 Fund Multiple Method Allocation  
**Certification Form**  
***Fiscal Year 2018-2019***

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1

The current District's EEO and Human Resources Plan was approved by the Rancho Santiago Community College District (RSCCD) Board of Trustees on March 12, 2018 and submitted to the Chancellor's Office on May 1, 2018. A copy of the minutes of the Board of Trustees meeting on March 12, 2018 (Exhibit #1a). The Human Resources Committee (HRC) is designated as the District's EEO Advisory Committee, as indicated on the EEO and Human Resources Plan (Exhibit #1b). The Human Resources Committee members is composed of faculty, classified and management from RSCCD two major colleges and education centers. The committee meets on monthly basis throughout the academic year.

The EEO Fund District Expenditure Report for 2017-2018 fiscal year was submitted on September 26, 2018 (Exhibit #1c).

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

**Does the District meet Method #2 (Board policies and adopted resolutions)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #2.



Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
***Fiscal Year 2018-2019***

**Multiple Method #2**

The district subscribes to Community College League of California's (CCLC) Policy/Procedure service and maintains updated policies and administrative regulations of EEO and Diversity. Those policies and regulations (Exhibits #2a-2d) were reproduced on pages 2-4 of the EEO Plan (Exhibit #2e). They can also be viewed on the RSCCD website.

<https://rscdd.edu/Trustees/Pages/Board-Policies.aspx>

<https://www.rscdd.edu/Trustees/Pages/Administrative-regulations.aspx>

In addition, in commitment to diversity the Vice Chancellor of Human Resources prepares an annual diversity report for the Board of Trustees in the fall of each year. The report shall include, but not be limited to, the demographics of the staff and faculty, as well as new hires from the previous fiscal year (Exhibit #3).

**Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.

**Multiple Method #3**

Some academic disciplines can be problematic to fill due to demands from industry or shortage of qualified and available candidates within the local area. RSCCD advertises locally, nationally and via social media in discipline-related publications and websites. The District has a policy that provides travel reimbursement for applicants for faculty and administrative positions (Exhibit #3). This can be found at this link:

<https://www.rscdd.edu/Trustees/Documents/Board%20Policies/BPs-Chapter%207/BP%207121%20Applicant%20Travel%20Reimbursement.pdf>

The purpose is to encourage applications from hard-to-reach groups and from wider geographic areas. This fiscal year, we have provided reimbursement for twenty (20) candidates in both faculty and administrative positions. Additionally, the District has allowed for applicants to interview via-video-conferencing for first-level interviews. By providing this option, the District has been able to broaden its applicant pools and therefore, interview more qualified applicants.

**Does the District meet Method #4 (Focused outreach and publications)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.



**Equal Employment Opportunity  
Fund Multiple Method Allocation  
Certification Form  
Fiscal Year 2018-2019**

**Multiple Method #4**

We advertise faculty and administrative positions in discipline and diversity related publications. We subscribe to CareerBuilder Network and Monster Board to expand our job postings nationally and globally through countless websites associated with the network. Also, working with hiring managers, we advertise in discipline related publications and websites as recommended by the department with the vacancy. We continue our unlimited posting contract with the Chronicle of Higher Education website. We also purchased unlimited advertising for one year in ccjn.org, CCJobs.Com, ChronicleVitae.com, CCCRegistry, CCJobsNow.com, CommunityColleges.AcademicKeys.com, ACCCA, EdJoin, WomenAndHigherEd.com, VeteransinHighedEd.com, DisabledinHigherEd.com, NativeAmericaninHigherEd.com, LGBTinHigherEd.com, BlacksInHigherEd.com, HispanicsinHigherEd.com, CCJN.org, HigherEDJobs.com, InsideHigherEd.com and AsiansinHigherEd.com.

To illustrate the success in reaching a diverse group of potential candidates, in the 2017-18 year, we posted 207 job openings, which resulted in 8,170 applications. 71% (5,819) of the applicants were from underrepresented groups and 62% (5,079) were female. Of those successfully hired, 78% were from underrepresented groups and 67% were female. (See Exhibit #2.)

**Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?**

**Yes**  
 **No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.

**Multiple Method #5**

The District provides EEO/Diversity workshops to all screening committee members and has a rigorous training schedule, which train EEO monitors and screening committee members in Legal Requirements of Title V, Unconscious Bias and Best Practices for Screening Committees. A statewide expert who was involved in drafting CCCCCO Title V regulations in California conducts these workshops. Furthermore, every hiring manager is required to submit the screening committee membership form and it is then evaluated for diversity, gender and ethnicity, to ensure it reflects both our staff and student diversity. Additionally, the specific directions for our screening committees are codified in our Administrative Regulations for Faculty, Classified and Management Hiring (Exhibits #5a – 5d). These regulations are reviewed and revised as necessary by the Human Resources (EEO Advisory) Committee. They can be found on the RSCCD website:

<https://www.rscdd.edu/Trustees/Documents/ARs/ARs-Chapter%207/AR%207120%20Recruitment%20and%20Hiring.pdf>

<https://www.rscdd.edu/Trustees/Documents/ARs/ARs-Chapter%207/AR%207120.1%20Full-Time%20Faculty%20Recruitment%20and%20Selection.pdf>

<https://www.rscdd.edu/Trustees/Documents/ARs/ARs-Chapter%207/AR%207120.2%20Classified%20Employee%20Recruitment%20and%20Selection.pdf>

<https://www.rscdd.edu/Trustees/Documents/ARs/ARs-Chapter%207/AR%207120.3%20Management%20Recruitment%20and%20Selection.pdf>

**Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?**

**Yes**  
 **No**



Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
***Fiscal Year 2018-2019***

Please provide an explanation and evidence of meeting this Multiple Method, #6.

**Multiple Method #6**

In 2018/19, RSCCD has continued a comprehensive training schedule with the aim of having everyone who serves on a screening committee trained in EEO/Diversity, Legal Requirements of Title V, Unconscious Bias and Best Practices for Screening Committees. A statewide expert who was involved in drafting the CCCCCO Title V regulations in California conducts this training. During this year we have offered eight such trainings at our Colleges and District Office.

Additionally, administrative regulations have been updated to mandate that everyone who serves on a screening committee must complete this training and be retrained on a bi-annual basis.

**Does the District meet Method #7 (Professional development focused on diversity)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #7.

**Multiple Method #7**

RSCCD is a member of a Management Training Consortium operated by Leibert Cassidy Whitmore, which regularly offers diversity training for our management team. During Flex Week at each college, the district offers specific diversity training for faculty and staff. This training includes Unconscious Bias and Best Practices for Screening Committees and EEO.

Each college offers extensive professional development opportunities, including workshops, training, conferences and activities designed to increase knowledge and understanding of cultural competency and diversity.

Some examples include: Meeting the Unique Needs of the LGBTQIA Student Population, ACPA (CCPA) Spring Institute: Intersectionality and Inclusion, Denim Day, Poetic (Social) Justice: Dismantling Gender Violence, Lunch and Learn: Why Pride?, Celebrating Asian and Pacific and Pacific Islander Heritage, "Building Support for Formerly Incarcerated Students at SCC", Umoja Conference XIV, Real #114 Housing and Food Insecurities Conference. (Exhibit #7a-SAC and Exhibit #7b-SCC)

Please see the attached link:

<https://www.sac.edu/FacultyStaff/professional-development/Pages/calendar.aspx>

<https://www.sccollege.edu/StudentServices/StudentEquitySuccess/Pages/Equity-Professional-Development.aspx>





California  
Community  
Colleges

Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**

***Fiscal Year 2018-2019***

**Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #8.

**Multiple Method #8**

The management evaluation process includes colleague feedback on how the manager "Demonstrates a commitment to the diversity of staff and students".

In our faculty evaluation, the peer and student surveys include the following questions:

- Divergent points of view are noted where appropriate for understanding.
- Promotes positive attitudes of students toward fellow students.

**Does the District meet Method #9 (Grow-Your-Own programs)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.



California  
Community  
Colleges

Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
***Fiscal Year 2018-2019***

**Multiple Method #9**

The District currently offers separate grow your own programs to classified staff and faculty. Newly hired faculty are placed in a cohort class for the first year called the "Faculty Institute". This institute offers training and workshops on various subjects, which are pertinent to the new faculty such as the Tenure Review process, Safety and Security, Title IX, Risk Management and introduction to the faculty association. See Exhibit #4 for a comprehensive list.

We offer professional development workshops at the colleges to encourage classified employees to attend these workshops/seminars there is a monetary incentive once they complete 12 units. (Refer to Exhibit #7a-SAC and Exhibit #7b-SCC)

Please see the attached link for the professional development calendars and web page on each of our campuses.

<https://www.sac.edu/FacultyStaff/professional-development/Pages/default.aspx>

<https://www.sccollege.edu/Departments/PDC/Pages/Welcome-.aspx>

Similarly, to the faculty institute classified employees are provided with orientation to include topics such as overview to many aspects of the district and of their Collective Bargaining Agreement. We conduct at least two of these orientations each fiscal year. Safety and Security, Title IX, Risk Management, Payroll and the classified union are given an opportunity to present to the class.

6.5 Presentation of Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve scheduling a public hearing for the next regularly scheduled board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.6 Approval of RSCCD Equal Employment Opportunity and Human Resources Plan

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the Equal Employment Opportunity and Human Resources Plan as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, March 26, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 8:22 p.m.

Respectfully submitted,

\_\_\_\_\_  
Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: March 26, 2018

- AR 7120.1 Full-time Faculty Recruitment and Hiring
- AR 7120.2 Classified Hiring Procedures (Full-Time and Part-time)
- AR 7120.3 Management Recruitment and Selection

### **Delegation of Responsibility**

The Chancellor is ultimately responsible to the Board of Trustees for ensuring compliance with all District policies and relevant laws and regulations. The following employees are specifically responsible for the implementation and management of the District's EEO Plan:

<u>Employee</u>	<u>Title</u>	<u>Responsibilities</u>
Judy Chitlik	Vice Chancellor, Human Resources	Equal Employment Opportunity Officer; Receipt and Investigation of Complaints
Alistair Winter	Assistant Vice Chancellor, Human Resources	Day-to-day implementation of the EEO Plan
Elouise Marasigan	Employment Services Manager	Recruitment and Hiring Procedures

### **The Human Resources Committee (EEO Advisory Committee)**

The District's Human Resources Committee is the participatory governance committee charged with the planning, evaluation and assessment of issues related to human resources. As such, this committee serves an evaluative and advisory role to the administration and the board of trustees with regard to human resources issues including but not limited to the operation of the EEO Plan. As one of the District's standing participatory governance committees, the Human Resources Committee shall function as the District's Equal Employment Opportunity Advisory Committee. The committee shall assist in the implementation of this plan in conformance with state and federal regulations and guidelines, monitor equal employment opportunity progress, and provide recommendations for plan revisions as appropriate.



California  
Community  
Colleges

Equal Employment Opportunity Fund  
**District Expenditure Report**  
Fiscal Year 2017-2018

District Name: Rancho Santiago Community College District

Report	EEO/Diversity Allocation Fund (Ed. Code § 87108)
(a) Total Unexpended Allocation from Previous Year (Carry Over)	\$51,302
(b) 2017-2018 Allocation	\$50,000
(c) 2017-2018 Expenditures (Same total listed below in column 1)	\$58,899
Unexpended Allocations (a + b - c) ** On a separate page, please describe anticipated use of funds and projected date.	\$42,403

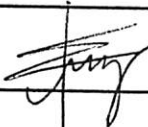
Controlling Account	EEO/Diversity Allocation Fund (Ed. Code § 87108)	Other Funds	Total
1000 Academic Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Supplies & Materials	1,108		1,108
5000 Other Oper. Exp. & Svcs.	57,791		57,791
6000 Capital Outlay			
7000 Other Outgo			
<b>Totals</b>	<b>58,899</b>		<b>58,899</b>

I certify that this expenditure or local report is complete and accurate.

Please Print:

Name: Erika Alamraz Title: Manager, Fiscal Services

Phone: 714-480-7349 E-Mail Address: almaraz\_erika@rscdd.edu

Signature:  Date: 8/20/18

Prepared by: Josefina Penning Contact Phone No. 714-480-7361



District Name: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

USE WHOLE DOLLAR AMOUNTS

(1) Performance Indicators	(2A) EEO Diversity Fund Expenditure s (Ed. Code § 87108)	(2B) Other Fund Expenditures (Identify amount and source)	(3) Description of Activities
1. Activities designed to encourage students to become qualified for, and seek, employment as community college faculty or administrators.	\$	\$	
2. Outreach and recruitment.	\$ 34,275.00	\$ 6,100.00 (District Funds)	See Attached
3. Professional development on equal employment opportunity.	\$ 14,449.00	\$	See Attached
4. Accommodations for applicants and employees with disabilities pursuant to title 5, section 53025.	\$	\$	See Attached
5. Other reasonable and justifiable activities to promote equal employment opportunities.	\$ 10,175.00	\$	See Attached

Print Name: Tracie Green Print Title: Vice Chancellor of Human Resources

Phone: 714-480-7489 E-Mail Address: Green\_Tracie@rsccd.edu

Signature: *Tracie Green* Date: 9/11/18

Prepared by: Elouise Marasigan Contact Phone No. 714-480-7494

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### (3) PERFORMANCE INDICATOR (S)

2. The Rancho Santiago Community College District Human Resources Department posted 207 job openings for 2017-2018 Fiscal Year. The total number of applicants logged to requisitions posted from 7/1/2017 to 6/30/2018, including 20 faculty and 15 management positions for 2018 Fall Semester, was eight thousand one hundred seventy (8,170), slightly less than two percent from the previous year. Five thousand eight hundred nineteen (71%) of the applicants were from the underrepresented groups and five thousand seventy nine (62%) female, only 5% of the total number of applicants did not identify their ethnicity and almost all the applicants identified their gender.

The Screening Committees recommended one thousand four hundred forty two (1,442) qualified applicants for interview, approximately 18% of the total applicant pool, where one thousand eight (70%) were from the underrepresented groups and eight hundred sixty seven (60%) are female.

We filled 175 (as compared to 233 from previous year) job openings, hired 23 management, 26 Faculty and 126 classified staff. Of those hired, one hundred thirty six (136) or 78% are from underrepresented groups, one hundred seventeen (117) or 67% are female.

The above data showed the diversity of the applicant pools in the different stages of the screening process, where 71% of the total applicants, 70% of selected for interviews and 78% hired are from the diverse groups. As a result, there have been 2% increase in the diversity of the District's employees. On June 30, 2018, the total number of employees of the district was 1,235 (1,014 Full Time Management, Faculty and FT Classified and 221 Part Time ongoing Classified), of the 74% that identified their ethnicity, 482 or 39% are minority compared to last year, 455 or 37% of 1,241 employees in 2017.

In addition to advertising in the traditional publications, we subscribed to the CareerBuilder Network that expanded our job postings nationally and globally through countless websites associated with Career Builder Network and the Monster Board. Advertised in discipline related publications and websites as requested by the Department with the vacancy. Memberships in different professional organization/association like CASBO, ACCCA.org to be able to publish job openings in the website or send job announcement to the list serve. We also purchased an unlimited posting subscription package with ChronicleVitae.com, online posting for Chronicle of Higher Education and InsideHigherEd.com, widely used websites for academic positions, also purchased unlimited advertising to several community college publications like, Community Colleges.AcademicKeys.com, CCC.JobsNow.com, ccjn.org, CCJobs.com and EdJoin and diversity posting websites such as WomenAndHigherEd.com, VeteransinHigherEd.com, BlacksInHigherEd.com, NativeAmericansinHigherEd.com, AsisanInHigherEd.com, HispanicsinHigherEd.com, LGBTinHigherEd.com: DisabledinHigherEd.com.

Continued using the iGreentree applicant tracking and requisition management systems, which created reports showing the data we used in our recruitment planning. Reports derived from iGreentree enabled us to identify the sources of our applicants and

effectively use advertising funds.

3. Maintained membership in ACHRO/EEO and Southern 30 EEDEC to keep us current with the new regulations and mandates relating to human resources and equal employment opportunity. Adopted and shared best practices in diversity with other colleges/districts. Provided orientation to all screening committees and hiring managers. Offered all Management employees of the District to attend workshops presented by Liebert Cassidy Whitmore through the Southern California Community College Districts Employment Relations Consortium. The EEO/Diversity Training were conducted by an expert who was involved in drafting CCCCCO Title V regulations and we will continue offering more training dates in the future until all employees receive training before they serve as members of Screening Committees. We have trained 307 employees this fiscal year. The Assistant Vice Chancellor of Human Resources attended the 2017 ACHRO/EEO Fall Institute.
4. One hundred fourteen (114) applicants indicated that they are disabled or requiring reasonable accommodation. We have provided interpreters to applicants with hearing and speech disability and wheel chair accessible facilities during interviews. Accommodated applicants with visual impairment to take the clerical skills evaluation. Sent job opportunities listing to Veterans' Employment and Training Service (VETS) and Employment Development Department (EDD)/Employment and Training Services. Received one hundred ninety five (195) applications from Veterans.
5. The RSCCD Employment website is linked to CCC Registry website where we posted all our job openings and e-mailed prospective applicants from their database. We received significant number of applicants through our postings in the CCC Registry website, nine hundred fifteen or 11% of the total number of our applicants, fourteen (14) candidates were successful and offered employment by RSCCD. One hundred fourteen or 27% of Faculty applicants responded to our postings in the CCC Registry website and one was hired.

We have an applicant travel reimbursement program where applicants for Faculty and administrative positions who traveled 300 miles or more from Rancho Santiago Community College District were reimbursed half of their travel and lodging expenses up to \$300 for the first interview. Selected finalists received full reimbursement for travel for their final interviews. This Fiscal year, twenty (20) applicants received reimbursement for their travel expenses.



**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 7  
Human Resources

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**BP 7120 Recruitment and Hiring**

Reference(s):

Title VII of the Civil Rights Act of 1964  
Article 1, Section 31 of the California Constitution  
Title 5 of the California Code of Regulations Sections 53000 et seq., 51023.5  
Education Code Sections 70901.2, 70902(b)(7) & (d), 87100 et seq., and 87458  
ACCJC Accreditation Standard III.1.A

It is the responsibility of the Chancellor to determine the personnel needs of the District. The Chancellor shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.

It is the policy of the Rancho Santiago Community College District to obtain the best qualified administrators, faculty, and staff members who are dedicated to student success. The Board of Trustees supports a competitive selection process for filling vacant positions.

It shall be the duty of the Chancellor to see that persons nominated for employment meet all qualifications established by law and/or the Board of Trustees for the position for which nomination is made.

Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.

The criteria and procedures for hiring academic employees shall be established and implemented in accordance with board policies and procedures regarding the Academic Senate's role in local decision-making.

The criteria and procedures for hiring classified employees shall be established after first affording the appropriate constituent groups an opportunity to participate in the decisions under the Board's policies regarding local decision making.

The Chancellor will recommend the appointment of all employees to the Board of Trustees. Employees may be appointed by the Chancellor or delegated agent subject to ratification at the next regular meeting of the Board of Trustees.

The authority to assign and/or transfer personnel within the District is delegated to the Chancellor except as such power may be limited by law, District policies, procedures, and collective bargaining agreements.

**Revised: October 28, 2013 (Previously BP4102)**  
**References Updated: March 16, 2015; November 7, 2016**

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 3  
General Institution

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**BP 3420 Equal Employment Opportunity**

**Reference(s):**

Title VII of the Civil Rights Act of 1964  
Article 1, Section 31 of the California Constitution  
Title 5 of the California Code of Regulations, Section 53000 et seq.  
Education Code Section 87100  
ACCJC Accreditation Standard III.A.11

The Board supports efforts to ensure equal opportunity and sees the value of having a diverse work force. Diversity in the academic environment fosters cultural, social and civic awareness as well as mutual understanding and respect. The Board commits itself to the principle of equal employment through a continuing equal opportunity employment program.

The District prohibits discrimination and harassment based on ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability, gender identity, medical condition (cancer-related or genetic characteristics), marital status, citizenship, or service in the uniformed services, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics. This Board policy applies to all employment practices, including recruitment, selection, promotion, transfer, salary, training and development, discipline and dismissal.

This Board policy prohibits retaliation against any employee or person seeking employment for bringing a complaint of discrimination or harassment pursuant to this policy. This Board policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in an investigation or resolution of a complaint of discrimination or harassment.

The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with California law as from time to time modified or clarified by judicial interpretation.

Nothing in this Board policy shall authorize in any plan for equal employment opportunity the setting of numerical goals or quotas, or preferences, in conflict with state law.

**Revised: August 19, 2013 (Previously BP4104)**  
**References Updated: May 18, 2015**

**Rancho Santiago Community College District  
BOARD POLICY  
Chapter 7  
Human Resources**

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**BP 7110 Delegation of Authority – Human Resources**

Reference(s):

Education Code 70902(d)

The Board delegates authority to the Chancellor to authorize employment, fix job responsibilities, and perform other personnel actions provided that all federal and state laws and regulations and board policies and administrative procedures have been followed, subject to confirmation by the Board.

**Revised: October 28, 2013**

**Title Updated: May 18, 2015**

**Rancho Santiago Community College District**  
**ADMINISTRATIVE REGULATION**  
Chapter 3  
General Institution

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**AR 3420 Equal Employment Opportunity**

**Reference(s):**

Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq. and 59300 et seq.;  
ACCJC Accreditation Standard III.A.11

Board Policy 3420 reflects the District's commitment to ensure equal opportunity and promote the value of having a diverse work force. Diversity in the academic environment fosters cultural, social and civic awareness as well as mutual understanding and respect. The District is committed to the principle of equal employment through a continuing equal opportunity employment program.

The District's policies, regulations, and practices are fully described in the RSCCD Equal Employment Opportunity and Human Resources Plan, which is incorporated into this administrative regulation by reference. This plan is maintained on the RSCCD website and may be viewed through the following link:

<https://www.rsccd.edu/Departments/Human-Resources/Documents/HRC/RSCCD%20EEO%20Plan%20approved%201.12.15.pdf>

**Adopted:** September 21, 2015

# Equal Employment Opportunity and Human Resources Plan

Adopted \_\_\_\_\_

## Regulatory Framework for the Plan

Section 53003(a) of Title 5 of the California Code of Regulations, requires the governing board of each community college District to develop and adopt a District-wide written equal employment opportunity plan to implement its equal employment opportunity program. Such plans and revisions must be submitted to the Chancellor's Office for review and approval. Section 53003(b) requires districts to review their plans at least every three years and, if necessary, revise and submit them to the Chancellor's Office.

In addition to the Title 5 requirements, there are a number of standards and requirements (accreditation standards, board policies, administrative regulations) which influence and shape the manner in which the District manages its human resources. This plan has been designed to move beyond the basic compliance elements dictated by Title 5 and provide a comprehensive planning document which will be a viable planning tool for the District and its colleges.

## Relevant Policies

Two Board Policies primarily reflect the District's commitment to equal employment opportunity and the continued development of a diverse workforce. A third policy prescribes the framework for the District's recruitment and selection processes. The administrative regulations associated with that policy delineate the procedures that are followed for various employee groups.

Those policies are presented below.

### *BP 3420 Equal Employment Opportunity*

#### *References:*

*Title VII of the Civil Rights Act of 1964; Article 1, Section 31 of the California Constitution; Title 5 of the California Code of Regulations, Section 53000 et seq.; Education Code Section 87100*

*The Board supports efforts to ensure equal opportunity and sees the value of having a diverse work force. Diversity in the academic environment fosters cultural, social and civic awareness as well as mutual understanding and respect. The Board commits itself to the principle of equal employment through a continuing equal opportunity employment program.*

*The District prohibits discrimination and harassment based on ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability, gender identity, medical condition (cancer-related or genetic characteristics), marital status, citizenship, or service in the uniformed services, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics. This Board policy applies to all employment practices, including recruitment, selection, promotion, transfer, salary, training and development, discipline and dismissal.*

*This Board policy prohibits retaliation against any employee or person seeking employment for bringing a complaint of discrimination or harassment pursuant to this policy. This Board policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in an investigation or resolution of a complaint of discrimination or harassment.*

*The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with California law as from time to time modified or clarified by judicial interpretation.*

*Nothing in this Board policy shall authorize in any plan for equal employment opportunity the setting of numerical goals or quotas, or preferences, in conflict with state law.*

**Revised: August 19, 2013 (Previously BP4104)**

### ***BP 7100 Commitment to Diversity***

**Reference:**

*Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq. Accreditation Standard IIIA.4*

*The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.*

*Nothing in this Board Policy shall authorize hiring and staff development processes that set numerical goals or quotas, or preferences, in conflict with state law.*

**Adopted October 28, 2013**

## ***BP 7120 Recruitment and Hiring***

### ***Reference:***

*Title VII of the Civil Rights Act of 1964; Article 1, Section 31 of the California Constitution, Title 5 of the California Code of Regulations, Section 53000 et seq., 51023.5 Education Code Sections 70901.2, 70902(b)(7) & (d), 87100 et seq. and 87458; ACCJC Accreditation Standard III.1.A*

*It is the responsibility of the Chancellor to determine the personnel needs of the District. The Chancellor shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.*

*It is the policy of the Rancho Santiago Community College District to obtain the best qualified administrators, faculty, and staff members who are dedicated to student success. The Board of Trustees supports a competitive selection process for filling vacant positions.*

*It shall be the duty of the Chancellor to see that persons nominated for employment meet all qualifications established by law and/or the Board of Trustees for the position for which nomination is made.*

*Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.*

*The criteria and procedures for hiring academic employees shall be established and implemented in accordance with board policies and procedures regarding the Academic Senate's role in local decision-making.*

*The criteria and procedures for hiring classified employees shall be established after first affording the appropriate constituent groups an opportunity to participate in the decisions under the Board's policies regarding local decision making.*

*The Chancellor will recommend the appointment of all employees to the Board of Trustees. Employees may be appointed by the Chancellor or delegated agent subject to ratification at the next regular meeting of the Board of Trustees.*

*The authority to assign and/or transfer personnel within the District is delegated to the Chancellor except as such power may be limited by law, District policies, procedures, and collective bargaining agreements.*

***Revised October 28, 2013 (Previously BP4102)***

***References Updated: March 16, 2015; November 7, 2016***

The specific procedures governing the district's recruitment and selection process are contained in following Administrative Regulations and are incorporated into this plan by reference:

NO. 7.3**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: December 10, 2018
Re:	Rancho Santiago Community College District Fall Diversity Report	
Action:	Information	

**BACKGROUND**

The Rancho Santiago Community College District Human Resources division continues to focus on the districts hiring practices to ensure that our policies and practice promote a culturally rich and diverse workforce.

**ANALYSIS**

Studies have clearly shown the educational benefits of a diverse faculty on student success. Our Equal Employment Opportunity (EEO) plan and statutory regulations of Title 5 require districts to collect and analyze data to identify employment trends. Our longitudinal data indicate that RSCCD is increasing our ethnically diverse employee groups. The data helps us to analyze any gaps and/or significant disparities in any of the underrepresented groups.

**RECOMMENDATION**

The RSCCD Fall Diversity Report is provided as information.

Fiscal Impact: None	Board Date: December 10, 2018
Item Prepared by: Tracie Green Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green Vice Chancellor, Human Resources	
Item Recommended by: Dr. Raul Rodriguez, Chancellor	





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Community College District  
Santa Ana College • San Jacinto College

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# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Annual Fall Diversity Report

Tracie Green  
Vice Chancellor of Human Resources

November 30, 2018

# Rancho Santiago Community College District

## Diversity Report Fall 2018

In the Fall of 2017, the AR 7100 - Commitment to diversity was approved by the district council to supplement and continue to support the districts' commitment to diversity in employing qualified administrators, faculty, and staff members who are dedicated to student success.

In addition to the commitment to diversity, an annual report will be prepared for the board in the fall that shall include the demographics of the college staff and faculty as well as the new hires from the previous academic year.

The regulatory framework supporting the districts efforts is found in Title 5 section 5302 4.1, Education Code sections 87100 et seq., Accreditation Standard 3a .4, and RSCCD Board Policies and Administrative Regulations; 3420- Equal Employment Opportunity (EEO) and 7100- Commitment to Diversity.

The acknowledgment in this framework that "establishing and maintaining a richly diverse workforce is an ongoing process that requires continued institutional effort" and the understanding that diversity in the academic environment promotes cultural and social awareness that provides students an environment that models and supports academic achievement. The requirements of districts include:

- Their EEO plan will be reviewed and updated every three years
- EEO training is required for those who serve on selection committees and advisory committees
- The collection of recruitment and hiring data and the longitudinal analysis of employment trends

The new EEO fund allocation model, developed in December of 2015, provided districts who met the EEO program criteria \$50,000 to assist in EEO training and resources that promoted innovative strategies in recruiting a diverse staff. RSCCD receives this \$50,000 allot ment to continue our efforts in increasing the diversity of our employee s.

The RSCCD Equal Employment Opportunity and Human Resource Plan is reviewed annually, and if relevant policies undergo legislative changes, this plan will be updated. The EEO plan outlines the Boards' policies and administrative regulations on Equal Employment Opportunity, the Commitment to Diversity, and Recruitment and Hiring. The plan outlines:

- The delegation of authority in addressing EEO compliance issues with relevant laws and regulations
- The Human Resource Committee also serves as the EEO advisory committee, and is one of the districts' participatory governance committees
- Notification and publication of the EEO plan (the plan is available on the districts website under HR division)
- The training required for screening/selection committees
- Analysis of the district workforce and applicant pools
- Other measures necessary to further equal employment opportunity

EEO training that outlines the statutory regulations and the awareness of implicit biases is provided to the district twice a year. This 4-hour training is facilitated by Liebert Cassidy and Whitmore (LCW) attorneys who have had significant contributions to the language we see in Title 5- EEO and Diversity. Along with this targeted compliance training, there are multiple workshops and webinars provided throughout the year on topics such as diversity and inclusion just to name a few.

The collection of the data and the analysis of recruitment and hiring trends provides information that is a crucial component to ensure that our EEO policies and procedures support a diverse workforce and ensure the ability to identify and eliminate possible barriers to employment .

Each fall we focus on the reporting the recruitment hiring and of faculty based on our projected student enrollment. This number is reflected in the FON (faculty obligation number). For purposes of diversity, and analyzing longitudinal data, we look at the percentage of our new hires based on the number of all diverse (non-white) faculty and management hired. (attachment 1). The graph (attachment 2) provides the visual distribution by year.

The longitudinal data derived from MIS reports to the Chancellor's office provides ethnicity data back to Fall 2000. This allows us to see the trend of specific employee groups by headcount each year. The collection of demographic information including ethnicity continues to be a voluntary disclosure. This makes it difficult at times to determine precise diversity percentages. Another key element affecting percentage outcomes is the number of individuals who indicate multiple ethnicities. There are six main ethnic groups designated to reflect the data gathered. These are African American, Native American, Asian, Hispanic, unknown, and White non-Hispanic.

The data sets to follow indicate the level of diversity for the last 17 years. RSCCD total headcount of all employee groups (attachment 3) illustrates the total number of employees and all ethnic groups. This graph clearly indicates the impact of the last recession and state budget crisis and student enrollment in 2008/2009 which had a significant effect on staffing in the district. In 2010/2011, the district begins to see an increase in staffing notably in the diverse groups. The following employment groups in the fall of 2017 are:

- Full-Time Faculty: 41% diverse; 5% unknown (attachment 3)
- Part-Time Faculty: 49% diverse; 3% unknown (attachment 4)
- Classified: 72% diverse; 1% unknown (attachment 5)
- Educational Administrator: 45% diverse; 0% unknown (attachment 6)

The district is making progress in increasing the diversity of our employee groups. Our goals now are:

- Identify any significant impact in any underrepresented group
- To review board policies and administrative regulations and update our EEO plan
- Continue to research methods to increase the recruitment and hiring of more diverse employee groups

**FACULTY (Excluding CDC)**

	FY 14/15		FY 15/16		FY 16/17		FY 17/18		FY 18/19	
	Total Hired	Diverse	Total Hired	Diverse	Total Hired	Diverse	Total Hired	Diverse	Total Hired*	Diverse
Selected/Hired	34	13	36	18	47	25	21	13	14	8
% of Diverse Hire		38%		50%		53%		62%		57%

\* one (1) vacancy reposted still in screening process

**FACULTY (Including CDC)**

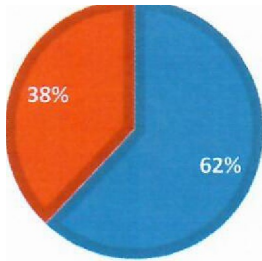
	FY 14/15		FY 15/16		FY 16/17		FY 17/18		FY 18/19	
	Total Hired	Diverse	Total Hired	Diverse	Total Hired	Diverse	Total Hired	Diverse	Total Hired*	Diverse
Selected/Hired	34	13	43	23	51	28	26	17	16	9
% of Diverse Hire		38%		53%		55%		65%		56%

**MANAGEMENT**

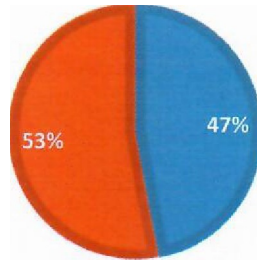
	FY 14/15		FY 15/16		FY 16/17		FY 17/18		FY 18/19	
	Total Hired	Diverse	Total Hired	Diverse	Total Hired	Diverse	Total Hired	Diverse	Total Hired*	Diverse
Selected/Hired	14	7	15	9	5	4	23	17	12	5
% of Diverse Hire		50%		60%		80%		74%		42%

<u>IFV 14/15</u>		<u>IFV 15/16</u>		<u>IFV 16/17</u>		<u>IFV 17/18</u>		<u>IFV 18/19</u>		
62	38	50	50	47	53	38	62	43	57	
wht -non		wht-non		wht-non		wht-non		wht -non		
hispa nic	diverse	hispanic	diverse	hispanic	diverse	hispanic	diverse	hispanic	diverse	

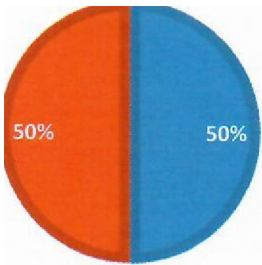
2014/15



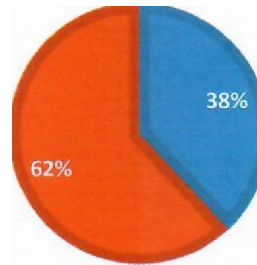
2016/17



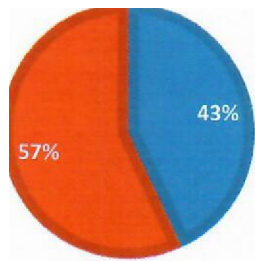
2015/16



2017/18



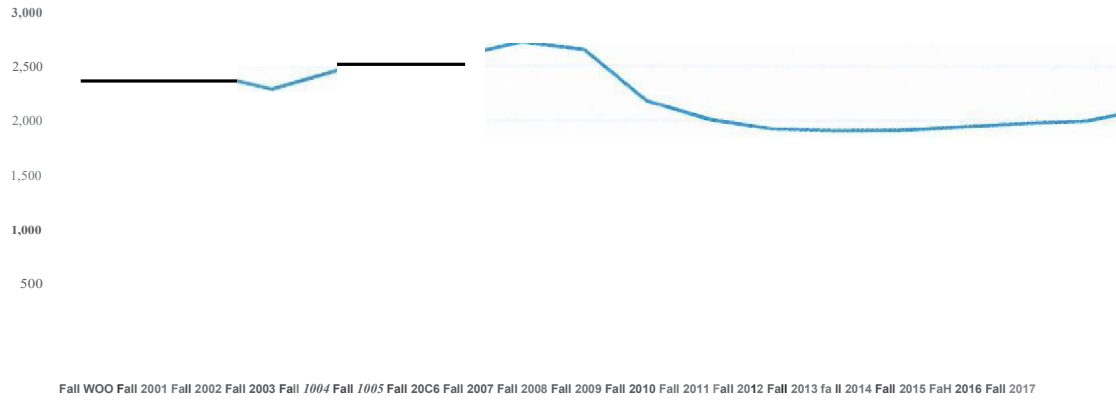
2018/19



CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017
Rancho Santiago CCD Total	2,345	2,348	2,415	2,281	2,449	2,513	2,489	2,700	2,650	2,179	2,009	1,922	1,905	1,909	1,941	1,975	2,000	2,114

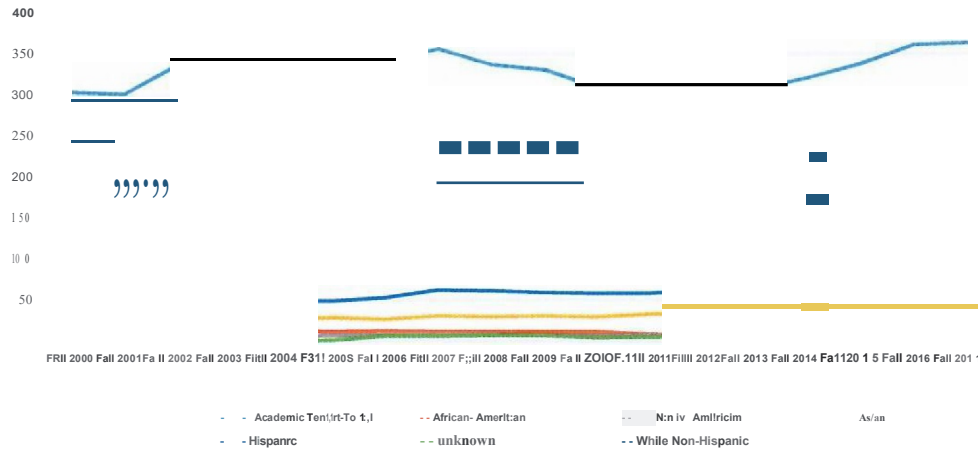
RSCCD Total Headcount by Year (Fall Semester)

All employees



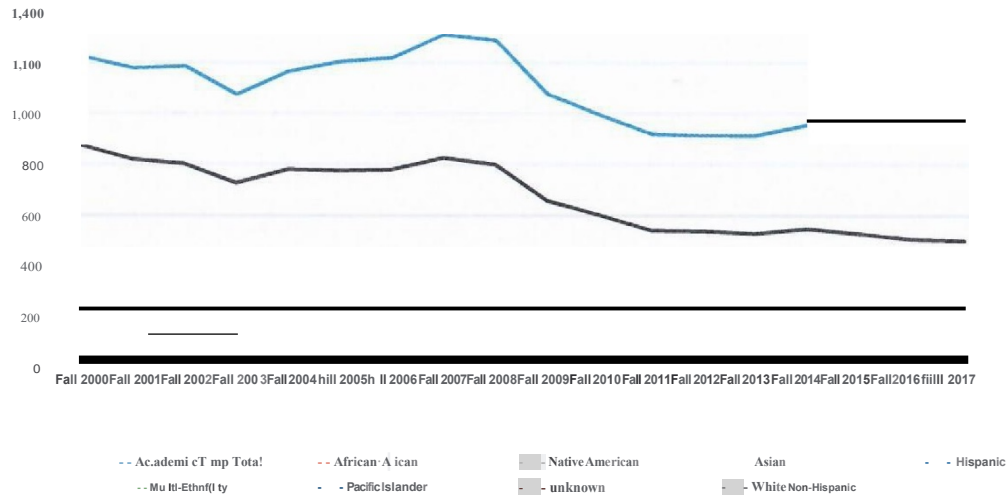
CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017
Academic Tenure Total	304	302	336	333	337	332	342	356	337	331	310	312	312	307	321	338	361	363
African-American	13	13	12	12	12	11	12	11	11	11	11	8	7	6	6	5	7	8
Native American	7	6	6	6	6	7	8	8	8	7	7	7	6	6	5	4	5	4
Asian	22	23	27	26	26	28	26	30	29	30	29	32	34	33	35	40	46	46
Hispanic	40	41	46	46	48	48	52	61	60	58	57	57	61	61	70	73	80	83
Unknown	1	1	1	1	0	1	6	6	7	7	4	5	4	6	6	8	15	18
White Non-Hispanic	221	218	244	242	245	237	238	240	222	218	202	203	200	195	197	208	208	204

Academic Tenure Ethnicity Headcount by Year (Fall Semester)



CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017
Academic Tempo Total	1 225	1 178	1 186	1 075	1 166	1 204	1 219	1 310	1 287	1 075	995	920	914	913	955	985	961	1 002
African -American	30	28	27	28	19	22	21	29	25	24	20	19	19	24	31	27	31	35
Native American	12	12	14	13	13	12	7	9	14	12	11	9	10	8	7	7	7	10
Asian	114	116	120	106	124	145	139	155	158	135	120	119	115	119	134	161	154	180
Hispanic	182	189	203	181	200	223	247	261	260	228	214	208	205	204	209	236	241	250
Multi-Ethnicity	0	0	0	0	0	0	0	0	0	0	2	2	2	2	1	1	0	2
Pacific Islander	3	2	2	2	3	4	5	6	4	1	2	1	2	2	2	1	1	1
Unknown	9	11	18	18	26	22	20	24	26	18	25	20	22	25	23	24	22	24
White Non-Hispanic	875	820	802	727	781	776	780	826	800	657	601	542	539	529	548	528	505	500

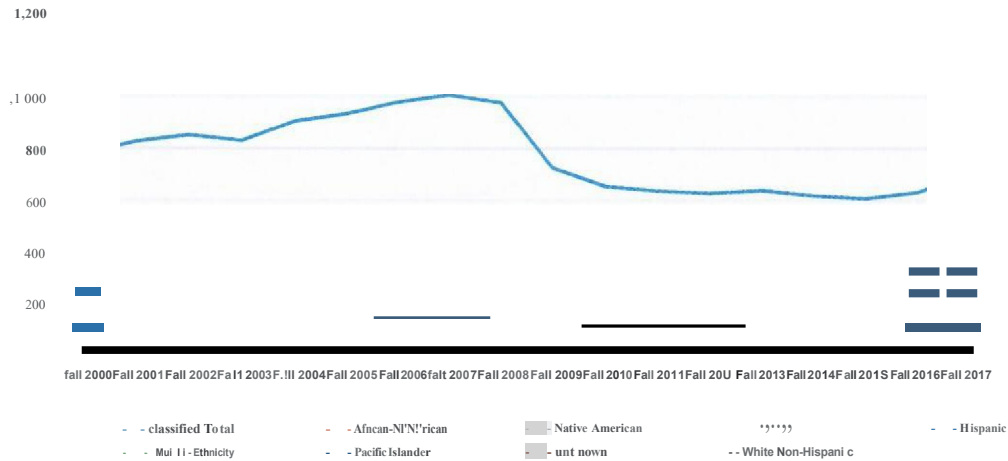
Academic Temporary Ethnicity Headcount by Year (Fall Semester)





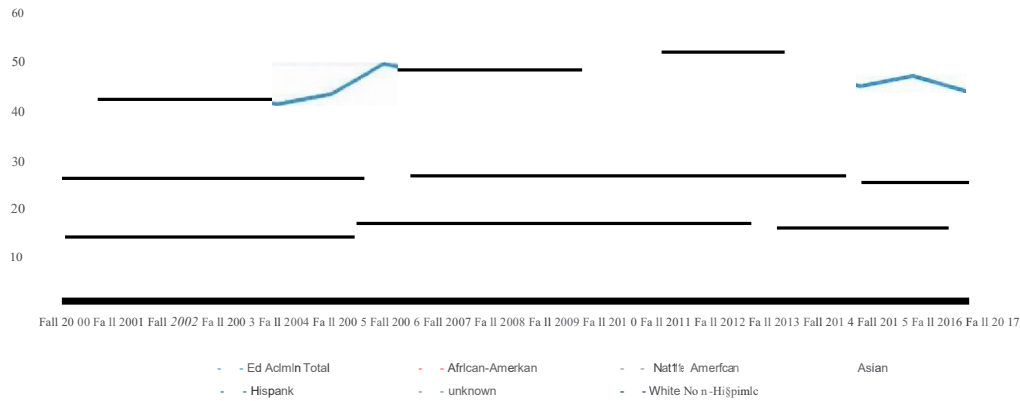
CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017
Classified Total	779	826	851	829	904	933	978	1,006	977	725	654	636	627	637	617	607	631	705
African-American	35	35	33	31	35	32	32	33	35	27	22	18	16	18	17	17	19	22
Native American	6	8	7	6	7	9	9	8	8	6	6	6	5	5	4	4	4	4
Asian	143	145	164	159	181	190	199	203	197	124	118	112	112	117	116	111	117	130
Hispanic	273	308	318	312	342	365	392	407	410	306	277	269	275	291	286	287	304	345
Multi-Ethnicity	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	0	1
Pacific Islander	4	5	5	3	2	2	2	2	2	1	1	1	1	1	1	0	1	1
Unknown	0	0	0	0	1	1	1	3	3	2	2	3	4	4	4	4	2	7
White Non-Hispanic	318	325	324	318	336	334	343	350	322	259	227	226	213	200	188	184	184	195

Classified Ethnicity Headcount by Year (Fall Semester)



CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017
Ed Admin Total	37	42	42	44	42	41	50	48	49	48	50	54	52	52	48	45	47	44
African-American	0	1	1	1	1	2	1	2	2	2	2	2	2	1	0	1	3	3
Native American	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1
Asian	1	2	2	2	1	2	2	4	4	4	4	4	5	4	4	2	2	2
Hispanic	12	14	12	14	14	13	17	17	17	15	17	18	17	19	15	16	17	14
Unknown	0	0	0	0	0	1	1	0	1	0	0	2	1	0	0	0	1	0
White Non-Hispanic	23	24	26	26	25	25	28	24	25	27	27	28	27	28	29	26	24	24

Educational Administrator Ethnicity Headcount by Year (Fall Semester)



**Rancho Santiago Community College District  
ADMINISTRATIVE REGULATION**

Chapter 7  
Human Resources

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**AR 7120 Recruitment and Hiring**

**Reference(s):**

Education Code Sections 87100 et seq., 87400, and 88003  
AACJC Accreditation Standard III.A.1 (formerly III.A)

The recruitment and selection of employees shall be conducted in compliance with the procedures that are defined in the following documents:

1. Full-Time Faculty Recruitment and Selection (AR 7120.1)
2. Classified Employee (CSEA Bargaining Unit) Recruitment and Selection (AR 7120.2)
3. Management Recruitment and Selection (AR 7120.3)
4. Equal Employment Opportunity and Human Resources Plan
5. RSCCD ADA Program and Facilities Access Transition Plan

**Responsible Manager:** Vice Chancellor, Human Resources

**Revised: May 9, 2016 (Previously AR4102)**

**References Updated: March 16, 2015**

**Revised: September 19, 2016**

**Rancho Santiago Community College District  
ADMINISTRATIVE REGULATION**

Chapter 7  
Human Resources

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**AR 7120.1 Full-Time Faculty Recruitment and Selection**

SECTION 1  
RECRUITMENT

Each year, the Academic Senate at each college will develop faculty hiring priority recommendations and submit those to the College President. The College President's recommendations will be submitted to the Chancellor for final approval and recruitment authorization.

Announcement Procedures

The Vice Chancellor of Human Resources or designee will review each Personnel Requisition prior to the preparation of the Job Announcement. When appropriate, the Vice Chancellor of Human Resources or designee will meet with the requester to review and clarify special requests, job descriptions, minimum qualifications or other aspects of the opening.

The College President's designee shall consult with the department chair to determine if modifications to the desired qualifications portions of the job announcement are desired. In the event there are no full time faculty in the discipline, the President's designee shall consult with the Academic Senate President.

There are three procedures by which equivalencies to minimum qualifications are chosen and approved:

- I. When a department agrees to advertise a position without stating specific equivalencies, the job announcement will include "OR the equivalent" when listing the qualifications. Form II will then be used to document if a candidate has met the qualifications through equivalency.
- II. When a department agrees that specific equivalencies to minimum qualifications exist, these equivalencies must be approved prior to the printing of the job announcement. Each time a department wishes to alter its agreed upon equivalencies, it must file a new "Request for Equivalencies to Minimum Qualifications" form. (Form I). In addition, the approved equivalencies will be printed on the job announcement with a clear statement that the applicant must provide proof with his/her application form.
- III. When a department agrees to combine I and II procedures, they follow instructions for both processes. Any additions to the state minimum qualifications shall be addressed in the desired qualifications and shall require District discipline faculty to reach consensus. The Academic Senate Presidents at both colleges will certify that the District faculty have reached consensus on any additions to the State minimum qualifications.

The Human Resources Department will prepare the Job Announcement. The requester will be notified and provided three (3) working days to review the Job Announcement before posting. Any substantive changes initiated by the Human Resources Department will be discussed with the requester prior to posting. Each Job Announcement will include the:

- job title
- department
- location
- tenure track status
- desired starting date
- a description of the position (responsibilities)
- minimum qualifications
- other requirements
- salary information
- a brief description of benefits available
- screening criteria
- method of application
- the specific employment tests that will or might be used in the screening process

The final job announcement shall be approved by the appropriate department chair and provided to both Academic Senate Presidents.

Pursuant to the transfer provisions in the FARSCCD contract, a notice of approved vacancies will be provided to all tenured full-time faculty.

The Human Resources Department will post and advertise the Job Announcement to the RSCCD website, CCC Registry and a variety of agencies, organizations, publications, and websites. The Job Opportunities listing will be distributed to all RSCCD email users. Additional distribution may be decided in consultation with the division dean and department chair or faculty representative, depending on available resources, time constraints and need.

The open application period is a minimum of 20 working days in order to provide adequate time for effective recruitment. After the closing date, the District Equal Employment Opportunity (EEO) Officer or designee shall determine if an adequate applicant pool has been recruited. The closing date may be extended if an adequate pool is not achieved and additional recruitment efforts are required. In such cases, the division dean and/or co-chair of the screening committee will be consulted. If a priority date system is used (e.g. the position is advertised as “open until filled”) screening may begin after the District EEO Officer determines that there is an adequate applicant pool. In special cases (sudden resignation, death, special projects, etc.), the time line and selection process may need modification due to business necessity. In such cases, the College President may recommend a modified process to the Vice Chancellor of Human Resources or designee.

## SECTION 2 APPLICATION PROCESS

### Application Materials

All applicants, internal or external, must submit the online application, resume, transcripts, and all supplemental materials prescribed on the Job Announcement to be considered for an

opening. Applicants must apply separately for each opening, unless an exception has been created for a specific position and is clearly explained on the job announcement.

### Unsuccessful Searches

When a recruitment fails to yield a sufficient number of candidates who meet minimum qualifications or established criteria for interview, the College President and the Vice Chancellor of Human Resources will determine if the search will be extended, deferred to a later date or abandoned.

## SECTION 3 SCREENING COMMITTEES

### Membership

Screening committee membership is a vital part of an employee's job within the District. It is a major factor in shaping the future of the institution. All members of the Screening Committee must have attended EEO / Diversity training within the last two (2) years unless the Vice Chancellor, Human Resources, grants an exception.

The College President shall designate an administrative co-chair for the committee who shall be the administrative support for the committee, responsible for convening the initial meeting of the committee in a timely manner and serving as the liaison with the Human Resources Department. The administrative co-chair will coordinate the appointment of committee members. The administrative co-chair shall contact all full-time faculty in the department or discipline soliciting participation. All full-time faculty in the discipline may serve on the committee. At least one member of the corresponding department/discipline at the sister college shall also be invited to serve on the committee. The department chair at the college with vacancy shall extend the invitation to the department chair at the sister college. The committee shall be composed primarily of faculty within the discipline.

In the Child Development Center Program, one teacher from each center, selected by the teachers at the center, may serve on the committee.

The President of the Academic Senate or designee shall select one faculty member for the screening committee, who may be from a different academic discipline than the one under consideration. An EEO Monitor shall be appointed by the administrative co-chair, in consultation with the District Equal Employment Opportunity Officer. It will be the responsibility of the administrative co-chair to ensure that committee representation is complete. When appropriate, classified representatives may be appointed by the administrative co-chair in consultation with the department chair and the CSEA President.

In the event there are no full-time faculty within the discipline and/or there is a need to add members to the committee, the administrative co-chair shall request that the Academic Senate President appoint other full-time faculty to the committee.

The complete list of committee members will be submitted by the administrative co-chair to the College President and Academic Senate President for review and approval. The form shall identify which member of the committee is representing the sister college and which member is

a classified representative. In the event the sister college declined to serve on the committee, the form shall identify who was contacted at the sister college.

Prior to the first meeting of the screening committee, the administrative co-chair shall forward to the Human Resources Department and to each Academic Senate President the list of those members who will serve on the committee.

The District EEO Officer or designee will review the committee composition for appropriate diversity and to ensure that screening committee members are not applicants or related to any applicant by blood, marriage or domestic partnership. If modification of committee membership is required, the District EEO Officer or designee will consult with the College President and Academic Senate President.

All members of the screening committee will be required to sign and submit to Human Resources a statement of confidentiality prior to beginning the screening process.

The screening committee will have a faculty co-chair. The faculty co-chair shall be elected by the faculty on the committee and shall be responsible for leading the deliberations of the committee. The faculty co-chair shall be a tenured faculty member. If there are no tenured faculty on the committee, the administrative co-chair will notify the Academic Senate President, who will appoint a tenured faculty member as co-chair.

### Orientation

The District EEO Officer or designee shall orient the screening committee before screening begins. The purpose of this orientation is to familiarize the members with:

- The role of the Human Resources Department in the recruitment, selection and placement process.
- resources available to the committee
- the role of the EEO Monitor
- the charge of the committee, as well as the legal obligations and liabilities
- any other items of interest to the membership

### Responsibilities

Screening committees recommend finalists to the appropriate President or designee. As such, in the screening process, each is acting as an agent of the Board of Trustees. Therefore, it is important for members to know how screening processes work, to maintain the confidentiality of the deliberations and to follow EEO guidelines. Should individual committee members be named as defendants in a complaint or lawsuit, the Board will indemnify those members, provided each has followed prescribed policy and processes in executing his/her committee responsibilities. Screening committee members are expressly prohibited from meeting or conferring with one another outside of scheduled meetings to discuss any candidates or issues related to the screening process. All discussions of candidates or screening-related issues must occur with the entire committee at a scheduled meeting.

Committee members must submit all notes, screening forms or other screening materials to the administrative co-chair at the conclusion of the screening process. These will be submitted to

Human Resources for retention and storage. Should future complaints or lawsuits be filed, the notes, forms and/or other material will be made available to the committee members. Persons serving on screening committees shall participate in both phases of the screening tasks (application materials screening, i.e., paper screening, and the interview phase). Any exceptions should be based on factors that do not adversely affect EEO, e.g., a subject matter expert is engaged to evaluate technical interview responses. Exceptions must be approved by the District EEO Officer or designee.

The role of the EEO Monitor on a screening committee will include the following:

- serve as a voting member of the committee
- monitor the selection process for adherence to established procedures and sound personnel practices
- serve as a resource in the areas of EEO
- serve as liaison, as necessary, between the committee and the Human Resources Department and the District EEO Officer to address issues and concerns as related to the screening process
- If the EEO Monitor resigns from the committee, the administrative co-chair will contact the District EEO Officer or designee to find a replacement

If a committee member has concerns about the screening process, those concerns should be brought to the EEO Monitor. If the EEO Monitor is unable to address the concerns, the committee member should bring the concerns to the administrative co-chair, and the District EEO Officer or designee.

### Committee Procedures

The committee will establish the screening process, calendar, screening criteria, interview questions, and any other employment tests.

The committee will attempt to reach consensus regarding the selection of candidates. Consensus is defined as unanimity. Prior to paper screening, the committee must agree by 2/3 majority on a procedure to follow if consensus cannot be reached. Some suggestions for the committee to consider are:

- \*Super majority (e.g. 2/3 majority)
- \*Simple majority

The committee must provide job-related reasons for the non-selection of applicants.

### Scheduling

The Administrative co-chair will convene the initial meeting of the committee. Screening committees are responsible for scheduling their own meetings for the purposes of planning, screening, interviewing and deliberations. Every effort shall be made to schedule screening committee meetings to accommodate faculty teaching schedules during the regular academic semester.

When establishing the calendar, all meetings should be scheduled during the regular Fall/Spring faculty work year. A faculty may be compensated for meetings scheduled outside of the



Fall/Spring semester or a Summer/Intersession during which the faculty member is not assigned.

## SECTION 4 SCREENING PROCESS

### Paper Screening

All requirements set for applicants can be viewed as employment tests by the courts, e.g., application forms, minimum application material requirements, written samples, transcripts, etc. Therefore, it is imperative that everything requested of applicants be directly relevant to the position and be a reliable predictor of success in the position. If there are qualifications required or preferred that are not addressed by the application form, consideration should be given to using a supplemental application form.

Departments will designate from the following authorized list, the selection criteria appropriate for the screening process and the oral interview for each authorized position.

### Screening and selection criteria

In addition to the specific requirements and responsibilities listed on the Job Announcement, the following criteria will be considered in selecting candidates:

1. Educational experience breadth and depth
2. Work experience breadth and depth
3. Demonstrated leadership capabilities
4. Curriculum development
5. Program development
6. Community involvement
7. Demonstrated experience in working with a diverse socioeconomic community
8. Credential or minimum qualifications authorizing service in other areas of need
9. Demonstrated ability to work cooperatively with others
10. Bilingual ability (if needed)

Applicants selected for an interview may be required to take additional tests or assessments and will be notified of such prior to the date of the interview.

The committee will use the approved screening criteria to select candidates for interview. Screening at this point in the process must be based solely on the application materials submitted.

At the completion of paper screening, the administrative co-chair shall provide the following reports to the Human Resources Department:

1. Screening Review Form – identifies the selected candidates and the reasons for the non-selection of all other candidates
2. Screening eCertification Form – identifies the dates, locations, times and instructions for the interviews
3. Proposed interview questions, employment tests and descriptions of any demonstrations

## Interviews

Interviews may also be viewed by the courts as employment tests. The Human Resources Department will review all interview questions and related screening activities for reliability and validity, as well as conformity to EEO guidelines. Interviews will normally be scheduled no earlier than five (5) working days following the receipt of the screening materials in the Human Resources Department. It is the responsibility of the Human Resources Department to contact applicants and set up interview times.

Sufficient time should be provided to allow a proper assessment of the candidate's qualifications (a minimum of a 30-minute time period should be allocated for each candidate). The interview packet will be transmitted electronically to the administrative co-chair.

Interview questions must be job related and should be tests of a candidate's knowledge and abilities, as well as being reflective of minimum, required and preferred qualifications. During the actual interviews by the screening committee, the same questions shall be asked of all candidates. Follow-up questions are discouraged, but maybe asked if a response is unclear or the candidate obviously misunderstood the questions. Consistency across candidates is of utmost importance in defending the screening process.

During the interview session, those selected may, in addition to the above, be evaluated on the following factors.

1. Oral communication skills
2. Presentation
3. Problem solving skills
4. Successful teaching, problem solving or performance demonstration
5. Writing skills/demonstration

## Writing Samples

In most faculty positions, the ability to write well is a critical ability. Requiring a writing sample can be an effective means of evaluating this ability and can be accomplished in one of three ways:

1. Requesting a writing sample as part of the original application requirements.
2. Requesting a sample be prepared and brought to the interview, e.g., a lesson plan or lecture outline.
3. By incorporating a written exercise as part of the interview process, e.g., immediately preceding or following the oral questions.

## Bi-lingual Requirements

Some faculty positions may have a bi-lingual requirement, based on bona fide position needs. When such a requirement exists, specific mention of the requirement must be made in the job announcement and advertising. Additionally, methods of screening for this requirement must be built into the process.

The current Faculty Application form may include a way to assess this requirement during the materials screening phase. If not, the dean, department chair or faculty representative should devise a method of getting this information in the application process so the committee can evaluate before the interview phase.

During the interviewing phase, at least one question (written or oral) shall be devoted to assessing each candidate's foreign language proficiency. Under these circumstances, at least one member of the screening committee must be fluent in the required foreign language.

### Assessment Center Techniques

Employment tests can also take the form of assessment center techniques. Typically, these techniques approximate working situations the candidates would encounter in the job for which they are applying. Examples include counseling a troubled student, grading a written exam or researching a publication article in the library. If such techniques are employed, candidates will be notified by the Human Resources Department at the time of invitation for interviews.

### Presentations

For teaching faculty, presentations are an important evaluation technique for the screening committee. Screening committees are encouraged to require presentations of teaching faculty applicants.

### Paper and Pencil Tests

Paper and pencil tests must have both reliability and validity, as well as job relatedness.

### Selection of Finalists

Upon completion of the interviews, the committee will recommend up to 5 finalists to the College President. Written or verbal narrative descriptions of each finalist, indicating strengths, competencies and other relevant information, e.g., statements about committee process or consensus, are submitted to the College President. If the committee cannot recommend at least two finalists, it will provide the President with a written rationale for its recommendation.

The committee co-chairs will complete and submit the following documents to Human Resources:

1. Interview Report Form, which identifies selected finalists and indicates specific reasons for selecting or not recommending candidates as finalists.
2. Finalist Recommendation Form, listing the finalists in unranked order and signed by all committee members is submitted to Human Resources.
3. All committee notes, forms and other screening materials are forwarded to Human Resources for retention and storage.

The co-chairs will be responsible for conducting reference checks on all finalists. If a finalist is or has been a District employee, at least one of the references should be a non-District source. If a screening committee member has first-hand knowledge about a candidate that did not come out during the screening he/she may request to be contacted as a reference. Reference checks will be conducted on all finalists prior to being sent forward for final interview.

### Final Interview and Selection

The College President or designee shall contact the recommended finalists and schedule the final interview. A schedule of appointments will be sent to the Human Resources Department. The final interviews will include the College President, appropriate vice-president, and the co-chairs.

The President will make the final recommendation to the Chancellor.

If the process fails to yield a successful candidate, the College President will consult with the Vice Chancellor of Human Resources to determine if the recruitment should be reopened or abandoned.

**Revised: April 20, 2015**

**Revised: September 19, 2016**

**Revised: January 29, 2018**

**Rancho Santiago Community College District**  
**ADMINISTRATIVE REGULATION**  
Chapter 7  
Human Resources

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**AR 7120.2 Classified Employee (CSEA Bargaining Unit) Recruitment  
and Selection**

Position Authorization

Salaried positions are those with a 20 to 40 hours per week assignment. Percent of Contract and Hourly positions are those with less than a 20 hour per week assignment and are not substitute or short term in nature.

1. Replacement positions and new positions require the line administrator/supervisor to submit a Personnel Requisition online.

Requests for new or restructured replacement positions at one of the colleges must be reviewed by the appropriate President's Council or by the District Council for District Office positions.

2. Class Specifications on file in the Human Resources Department will be used for the individual job announcements. Any special needs (e.g., bilingualism, evening hours, or other requirements) not included on the district class specification should be listed on the Personnel Requisition under special requirements.

Job Announcement Preparation

- A. The Vice Chancellor of Human Resources or designee reviews all Personnel Requisitions prior to the preparation of the Job Announcement and if necessary, will meet with the requester to review and clarify the criteria to ensure district compliance with the District Equal Employment Opportunity Plan.
- B. The Human Resources Department prepares the Job Announcement and distributes it to appropriate agencies, organizations and individuals.

Special Testing or Assessment

- A. Special tests or assignments that will be required of all applicants (e.g., computer proficiency), will be identified on the Job Announcement.
- B. Any special testing or assessment recommended by the Screening Committee must be approved by the Vice Chancellor of Human Resources or designee.

### Announcement Procedures

- A. The open application period is a minimum of 15 working days in order to provide adequate time for effective recruitment. Following the closing date, the Vice Chancellor of Human Resources or designee shall determine if an adequate applicant pool has been recruited. The closing date may be extended if an adequate qualified pool is not achieved and additional recruitment efforts are required.
- B. The Job Opportunities listing is emailed to all RSCCD email users.
- C. Positions advertised “in –District only” are available only to current employees and employees on the 39 month rehire list. (Excluding short-term and substitute employees).
- D. Current employees of the District wishing to be considered for open positions need to submit a district application and meet all requirements of the applications process (excludes transfer opportunities). Former employees, who are on the 39-month rehire list, shall be treated in this process as though they were current employees.
- E. Job announcements will include screening criteria to be used during paper screening and interviews. This will include:
  - 1. Educational experience (breadth and depth).
  - 2. Working experience (breadth and depth).
  - 3. Demonstrated ability to work cooperatively with others.
  - 4. Bilingual ability (if needed).
  - 5. Demonstrated experience in working with diverse socioeconomic communities.
  - 6. Professional growth activities.
  - 7. Specialized skills training.
  - 8. Leadership skills.
  - 9. Written and/or oral communication skills.
  - 10. Presentation.
  - 11. Problem solving.

### Screening Committee Composition

- A. It is the responsibility of the hiring administrator to coordinate the development of the screening committee. The committee shall consist of three (3) to seven (7) members, which includes as a minimum: the chair, an Equal Employment Opportunity Monitor appointed by the chair in consultation with the District Equal Employment Opportunity Officer or designee, and one non-management classified employee. The chair shall notify the CSEA President of the CSEA unit members appointed to the committee. It will be the responsibility of the

CSEA President or designee to contact the chair within two (2) working days if CSEA wants to appoint a representative to the committee. If trained, the chair may serve as the Equal Employment Opportunity Monitor on the committee. The hiring administrator shall ensure that representation on the committee is complete and the first committee meeting is scheduled. The screening committee may elect a co-chair to work with the chair. All members of the Screening Committee must have attended EEO / Diversity training within the last two (2) years unless the Vice Chancellor, Human Resources, grants an exception.

- B. The complete list of committee members is forwarded to the Human Resources Department. The Equal Employment Opportunity Officer or designee will review the committee composition for appropriate diversity and to ensure that screening committee members are not applicants or related to any applicant by blood, marriage or domestic partnership. If modification to committee membership is required, the Equal Employment Opportunity Officer or designee will consult with the screening committee chair.

### Scheduling

The chair will convene the initial meeting of the committee. Screening committees are responsible for scheduling their own meetings for the purposes of planning, screening, interviewing and deliberations.

### Orientation

The Equal Employment Opportunity Officer or designee shall orient the screening committee before screening begins. The purpose of this orientation is to familiarize the members with:

- The role of the Human Resources Department in the recruitment, selection and placement process
- resources available to the committee
- the role of the Equal Employment Opportunity Monitor
- the charge of the committee, as well as the legal obligations and liabilities
- any other items of interest to the membership

### Responsibilities

Screening committees recommend finalists to the appropriate hiring administrator. As such, in the screening process, each is acting as an agent of the Board of Trustees. Therefore, it is important for members to know how screening processes work, to maintain the confidentiality of the deliberations and to follow EEO guidelines. Should individual committee members be named as defendants in a complaint or lawsuit, the Board will indemnify those members, provided each has followed prescribed policy and processes in executing his/her committee responsibilities. Screening committee members are expressly prohibited from meeting or conferring with one another outside of scheduled meetings to discuss any candidates or issues related to the screening process. All discussions of candidates or screening-related issues must occur with the entire committee at a scheduled meeting.

Committee members must submit all notes, screening forms or other screening materials to the chair at the conclusion of the screening process. These will be submitted to Human Resources for retention and storage. Should future complaints or lawsuits be filed, the notes, forms and/or other material will be made available to the committee members.

Persons serving on screening committees shall participate in both phases of the screening tasks (application materials screening, i.e., paper screening, and the interview phase). Any exceptions should be based on factors that do not adversely affect EEO, e.g., a subject matter expert is engaged to evaluate technical interview responses. Exceptions must be approved by the District EEO Officer or designee.

The role of the Equal Employment Opportunity Monitor on the screening committee will be the following:

1. Serve as a voting member of the committee.
2. Monitor the screening process for adherence to established personnel procedures and practices.
3. Serve as a resource in the area of equal employment opportunity.
4. Serve as a liaison between the committee and the Human Resources Department to address issues and concerns regarding equal opportunity. If the EEO Monitor resigns from the committee, the chair will contact the Equal Employment Opportunity Officer or designee to find a replacement.

If a committee member has concerns about the screening process, those concerns should be brought to the EEO Monitor. If the EEO Monitor is unable to address the concerns, the committee member should bring the concerns to the chair and the District EEO Officer or designee.

### Committee Procedures

The committee will establish the screening process, calendar, screening criteria, interview questions, and any other employment tests before paper screening begins.

In consultation with the committee, the chair will determine if the prepared set of questions is to be (a) given to the interviewees prior to the interview, (b) given to the interviewees during the interview session, or (c) asked of the interviewees during the interview. The preference of the committee shall be communicated to the Human Resources Department.

All interview questions shall be job-related. The questions should be based on the criteria for selection as published on the job announcement. The approved questions shall be asked consistently of all applicants. Follow-up questions may be asked to clarify a response given by an applicant if the response is unclear or if the candidate obviously misunderstood the question.

The Screening Committee is responsible for developing and administering any special testing or assessments, with the exception of the clerical skills evaluation, which is administered by Human Resources.

As a standard procedure, the Vice Chancellor of Human Resources or designee reviews all questions, special tests or assessments to ensure compliance with District and federal regulations. When appropriate, the Vice Chancellor of Human Resources or designee will consult with the chair on items in question.



The committee will attempt to reach consensus regarding the selection of candidates. Consensus is defined as unanimity. Prior to paper screening, the committee must agree by 2/3 majority on a procedure to follow if consensus cannot be reached. Some suggestions for the committee to consider are:

\*Super majority (e.g. 2/3 majority)

\*Simple majority

The committee must provide job-related reasons for the non-selection of applicants.

### Paper Screening

- A. Paper screening will be scheduled following the close of the application period. The screening packet will be transmitted electronically to the chair.
- B. It is the responsibility of the chair to review the Job Announcement with the committee highlighting specific requirements and qualifications, screening criteria, the paper screening process, interview questions, other screening options, and the method of choosing candidates. Screening at this point in the process must be based solely on the application materials submitted.
- C. Utilizing the Paper Screening Review Form, the committee shall review all applications and evaluate them on the basis of job-related qualifications and competencies. Evaluation criteria must be applied consistently to all candidates. Applicants not selected for an interview shall have at least one job-related deficiency.
- D. The committee will complete a Paper Screening Review Form indicating those to be interviewed.

### Paper Screening Process – Review and Follow-up

- A. The Vice Chancellor of Human Resources or designee will review materials submitted by the committee to ensure consistency of screening criteria and the reasons for recommending or not recommending applicants for interviews.
- B. The Human Resources Department will coordinate the scheduling of interviews.
- C. Interviews will be scheduled no sooner than 5 working days following receipt of the paper screening materials in the Human Resources Department.

### Interviews

- A. Before interviews begin, the committee shall decide how finalists will be selected should consensus not be possible. Sufficient time should be provided to allow a proper assessment of the candidate's qualifications.
- B. The interview packet will be transmitted electronically to the chair.
- C. Following the interview process, the committee will consider the qualifications of those interviewed and will submit an unranked list of finalists to the Human Resources Department. The chair shall indicate on the Interview Report Form specific reasons for not

recommending applicants as finalists. No less than two finalists should be recommended to the hiring administrator, unless written justification is provided by the committee to the hiring administrator. Upon submission of the Interview Report Form and the Finalist Recommendation Form to the Vice Chancellor of Human Resources or designee for review, the hiring administrator may initiate the reference check process.

- D. There may be a final interview, which shall be scheduled and conducted by the hiring administrator.

#### Reference Check Process

- A. It is the responsibility of the Human Resources Department to ensure that reference checks are made on all recommended finalists using the standard Reference Check form. Additional questions may be added to the form, as long as the question(s) is (are) asked about all finalists. In such cases, all additional questions shall be reviewed and approved by the Vice Chancellor of Human Resources or designee. The hiring administrator shall be responsible for the reference check process. The co-chair may conduct the reference checking in conjunction with the hiring administrator.

#### Selection and Recommendation

- A. The hiring administrator will review the recommendations of the committee and submit to the Human Resources Department a list of acceptable candidates in ranked order, along with reference checks and application packets.
- B. The Human Resources Department shall contact the top candidate and offer the position. If the first candidate does not accept the offer, the Human Resources Department will consult with the hiring Administrator to determine if another candidate will be selected or if the position will be reopened.

#### Notification of Employment

The Human Resources Department will notify the program administrator of the candidate's acceptance.

#### Board Approval

- A. Candidates recommended for hire are submitted to the Board of Trustees at the first regularly scheduled meeting following acceptance of the position.
- B. Placement on the salary schedule is based on the approved Salary Schedule provisions and reviewed by the Vice Chancellor of Human Resources or designee.
- C. The Human Resources Department notifies the successful candidate in writing of favorable Board action and salary placement.

**Revised: August 20, 2015**  
**Revised: September 19, 2016**  
**Revised: January 29, 2018**

**Rancho Santiago Community College District**  
**ADMINISTRATIVE REGULATION**  
Chapter 7  
Human Resources

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**AR 7120.3 Management Recruitment and Selection**

SECTION 1  
RECRUITMENT

Requisitions

New and replacement management positions require the line administrator to submit a Personnel Requisition online. All new positions will be reviewed through the normal college or District participatory governance process and recommended to the Chancellor by the responsible College President or Vice Chancellor.

An interim appointment not to exceed two years may be made before the regular selection process is initiated and completed. Such appointments shall be made by the Chancellor or College President. Regular hiring procedures must be completed within two years after the interim appointment has been made.

Announcement Procedures

The Vice Chancellor of Human Resources or designee will review each approved Personnel Requisition prior to the preparation of the Job Announcement. When appropriate, the Vice Chancellor of Human Resources or designee will meet with the requester to review and clarify special requests, job descriptions, minimum qualifications, or other aspects of the opening. Any new or revised position descriptions shall be submitted to the Board of Trustees for approval. Following this review, the Human Resources Department will prepare the Job Announcement. The requester will be notified and provided three working days to review the Job Announcement before posting and distribution. Any substantive changes initiated by Human Resources Department will be discussed with the requester prior to posting.

Each Job Announcement will include the:

- job title
- department
- location
- special funding information
- desired starting date
- a description of the position (responsibilities)
- minimum qualifications
- other requirements
- salary information
- a brief description of benefits available
- screening criteria

- method of application
- the specific employment tests that will or might be used in the screening process

The Human Resources Department will post and advertise the Job Announcement to the RSCCD website, CCC Registry and a variety of agencies, organizations, publications, and websites. The Job Opportunities listing will be distributed to all RSCCD email users. Additional distribution may be decided in consultation with the appropriate President, or when hiring a district administrator, the Chancellor depending on available resources, time constraints, and need. The Human Resources Department shall prepare and make the necessary arrangements for all advertising.

The open application period is a minimum of 20 working days in order to provide adequate time for effective recruitment. After the closing date, the Equal Employment Opportunity Officer or designee shall determine if an adequate applicant pool has been recruited. The closing date may be extended if an adequate pool is not achieved and additional recruitment efforts are required. In such cases, the College President, Chancellor and/or chair of the screening committee will be consulted, and applicants on file will be notified of the extended filing period. If a priority date system is used (e.g. the position is advertised as “open until filled”) screening may begin after the Equal Employment Opportunity Officer determines that there is an adequate applicant pool. In special cases (sudden resignation, death, special projects, etc.), the time line and selection process may need modification due to business necessity. In all such cases the College President, or when hiring a district administrator, the Chancellor or designee, may recommend a modified process to the Vice Chancellor of Human Resources or designee.

Position openings will normally require distribution of the job announcement outside the District. Exceptions require written request and justification. Exceptions shall be approved by the Equal Employment Opportunity Officer or designee. The open application period for internal recruitment is a minimum of ten working days. Job announcements will be emailed to all email users.

## SECTION 2 APPLICATION PROCESS

### Application Materials

All applicants, internal or external, must submit the online application, resume, and all supplemental materials prescribed on the Job Announcement to be considered for an opening. Applicants must apply separately for each opening unless an exception has been created for a specific position and is clearly explained on the job announcement.

## SECTION 3 SCREENING COMMITTEES

### Membership

Screening committee membership is a vital part of an employee's job within the District. It is a major factor in shaping the future of the institution.

The screening committee chair will be the College President, Vice Chancellor or designee. The screening committee chair will consult with the appropriate Academic Senate President(s) and

CSEA President to discuss the ideal representation of each constituency group, the possible inclusion of a faculty or classified co-chair as well as other relevant matters related to the position. Following consultation, the Chair will determine the composition of the screening committee, which may include appropriate administrators, appropriate campus group representation, area specialists, students, and community members. All members of the Screening Committee must have attended EEO / Diversity training within the last two (2) years unless the Vice Chancellor, Human Resources, grants an exception.

Campus groups appointing representatives to the screening committee will be notified of management vacancies by the chair. The President of the Academic Senate or designee shall appoint the faculty representative(s) and the CSEA President or designee shall appoint the classified representative(s) to the screening committee. An Equal Employment Opportunity Monitor shall be appointed by the Chair in consultation with the District Equal Employment Officer or designee. The Chair may appoint additional administrators, classified managers, area specialists, students, and community members as appropriate.

The complete list of committee members will be submitted by the Chair to the College President/Vice Chancellor for review and then forwarded to the Human Resources Department.

The Equal Employment Opportunity Officer or designee will review the committee composition for appropriate diversity and to ensure that screening committee members are not applicants or related to any applicant by blood, marriage or domestic partnership. If modification to committee membership is required, the Equal Employment Opportunity Officer or designee will consult with the screening committee chair.

### Orientation

The Equal Employment Opportunity Officer or designee shall orient the screening committee before screening begins. The purpose of this orientation is to familiarize the members with:

- The role of the Human Resources Department in the recruitment, selection and placement process.
- resources available to the committee
- the role of the Equal Employment Opportunity Monitor
- the charge of the committee, as well as the legal obligations and liabilities
- any other items of interest to the membership.

### Responsibilities

Screening committees recommend finalists to the appropriate President/Vice Chancellor or designee. As such, in the screening process, each is acting as an agent of the Board of Trustees. Therefore, it is important for members to know how screening processes work, to maintain the confidentiality of the deliberations and to follow equal employment opportunity guidelines. Should individual committee members be named as defendants in a complaint or lawsuit, the Board will indemnify those members, provided each has followed prescribed policy and processes in executing his/her committee responsibilities. Screening committee members are expressly prohibited from meeting or conferring with one another outside of scheduled meetings to discuss any candidates or issues related to the screening process. All discussions of candidates or screening-related issues must occur with the entire committee at a scheduled meeting.

Committee members must submit all notes, screening forms or other screening materials to the chair at the conclusion of the screening process. These will be submitted to Human Resources for retention and storage. Should future complaints or lawsuits be filed, the notes, forms and/or other material will be made available to the committee members.

Persons serving on screening committees shall participate in both phases of the screening tasks (application materials screening, i.e., paper screening, and the interview phase). Any exceptions should be based on factors that do not adversely affect equal employment opportunity, e.g., a subject matter expert is engaged to evaluate technical interview responses. Exceptions must be approved by the District EEO Officer or designee.

The role of the Equal Employment Opportunity Monitor will include the following:

- serve as a voting member of the committee
- monitor the selection process for adherence to established procedures and sound personnel practices
- serve as a resource in the areas of EEO
- serve as liaison, as necessary, between the committee and the Human Resources Department and the Equal Employment Opportunity Officer to address issues and concerns as related to the screening process
- if the EEO Monitor resigns from the committee, the chair will contact the District EEO Officer or designee to find a replacement

If a committee member has concerns about the screening process. Those concerns should be brought to the EEO Monitor. If the EEO Monitor is unable to address the concerns, the committee member should bring the concerns to the chair and the District EEO Officer or designee.

### Committee Procedures

The committee will establish the screening process, calendar, screening criteria, interview questions, and any other employment tests.

The committee will attempt to reach consensus regarding the selection of candidates. Consensus is defined as unanimity. Prior to paper screening, the committee must agree by 2/3 majority on a procedure to follow

if consensus cannot be reached. Some suggestions for the committee to consider are:

- \*Super majority (e.g. 2/3 majority)
- \*Simple majority

The committee must provide job-related reasons for the non-selection of all applicants.

### Scheduling

Screening committees are responsible for scheduling meetings for the purposes of planning, screening, interviewing and deliberation. Every effort shall be made to schedule screening committee meetings to accommodate schedules of committee members. Classified staff should

be encouraged by their supervisors to accept screening committee membership or serve as an Equal Employment Opportunity Monitor.

Whenever possible, meetings should be scheduled during the regular Fall/Spring faculty work year. A faculty member may be compensated for meetings scheduled outside of the Fall/Spring semesters or a Summer/Intersession during which the faculty are not assigned.

## SECTION 4 SCREENING PROCESS

### Paper Screening

All requirements set for applicants can be viewed as employment tests by the courts, e.g., application forms, minimum application material requirements, written samples, transcripts, etc. Therefore, it is imperative that everything requested of applicants be directly relevant to the position and be a reliable predictor of success in the position. If there are qualifications required or preferred that are not addressed by the application form, consideration should be given to using a supplemental application form.

In addition to the requirements and responsibilities listed, the following criteria (as appropriate) may be considered in selecting candidates:

1. Educational experience breadth and depth.
2. Work experience breadth and depth.
3. Demonstrated leadership capabilities.
4. Program development.
5. Community involvement.
6. Demonstrated experience in working with a diverse socioeconomic community.
7. Demonstrated ability to work cooperatively with others.

Applicants selected for an interview may be required to take additional tests or assessments and will be notified of such prior to the date of interview.

The committee will use the approved screening criteria to select candidates for interview. Screening at this point in the process must be based solely on the application materials submitted.

At the completion of paper screening, the chair shall provide the following reports to the Human Resources Department:

1. Screening Review Form – identifies the selected candidates and the reasons for the non-selection of all other candidates.
2. Screening certification Form– identifies the dates, locations, times and instructions for the Interviews.
3. Proposed interview questions, employment tests and descriptions of any demonstrations.

## Interviews

Interviews may also be viewed by the courts as employment tests. The Human Resources Department will review all interview questions and related screening activities for reliability and validity, as well as conformity to EEO guidelines. Interviews will normally be scheduled no earlier than five (5) working days following the receipt of the screening materials in the Human Resources Department. It is the responsibility of the Human Resources Department to contact applicants and set up interview times.

Sufficient time should be provided to allow a proper assessment of the candidate's qualifications (a minimum of a 30-minute time period should be allocated for each candidate). The interview packet will be transmitted electronically to the chair.

Interview questions must be job related and should be tests of a candidate's knowledge and abilities, as well as being reflective of minimum, required and preferred qualifications. During the actual interviews by the screening committee, the same questions shall be asked of all candidates. Follow-up questions are discouraged, but may be asked if a response is unclear or the candidate obviously misunderstood the questions. Consistency across candidates is of utmost importance in defending the screening process.

During the interview session, those selected may, in addition to the above, be evaluated on the following factors.

1. Oral communication skills
2. Presentation
3. Problem solving skills
4. Successful problem solving or performance demonstration
5. Writing skills/demonstration

## Writing Samples:

Requiring a writing sample can be an effective means of evaluating writing ability and can be accomplished in one of three ways:

1. Requesting a writing sample as part of the original application requirements.
2. Requesting a written report or hypothetical problem solving situation be prepared and brought to the interview.
3. By incorporating a written exercise as part of the interview process, e.g., immediately preceding or following the oral questions.

## Presentations

Presentations can be an important evaluation technique for the screening committee. Screening committees are encouraged to require presentations of applicants. Presentations would reflect typical working situations the candidate would encounter in the job for which they are applying.

## Paper and Pencil Tests

Paper and pencil tests must have both reliability and validity, as well as job-relatedness.



## SECTION 5 RECOMMENDATIONS

Following the interview process, the committee will consider the qualifications of those interviewed and will recommend a minimum of two unranked finalists to the Human Resources Department using the Interview Report Form. The Vice Chancellor of Human Resources or designee shall review the Interview Report Form and consult with the chair if there are any questions regarding committee recommendations. If the committee cannot recommend at least two finalists, it will provide the College President/Vice Chancellor or designee with written rationale for its recommendation.

The chair may proceed with the reference check process while the review is in progress. The chair and committee shall determine those to be contacted as references. The recommended finalists' Reference Check Forms, shall be submitted to the College President/Vice Chancellor or designee.

The committee co-chairs will complete and submit the following documents to Human Resources:

1. Interview Report Form, which identifies selected finalists and indicates specific reasons for selecting or not recommending candidates as finalists.
2. Finalist Recommendation Form, listing the finalists in unranked order and signed by all committee members.
3. All committee notes, forms and other screening materials for retention and storage.

## SECTION 6 FINAL INTERVIEW AND SELECTION

The hiring administrator's office shall contact the finalists and schedule interview appointments. The final interview may include other administrators or a representative from the screening committee at the discretion of the hiring administrator.

Following the final interviews, the hiring administrator shall provide the Human Resources Department with the name of the individual who will be recommended to the Board of Trustees and will submit all screening materials and forms to Human Resources for retention.

The successful finalist will be personally informed by the College President, Vice Chancellor, or designee. It is also the responsibility of the College President, Chancellor or designee to personally contact unsuccessful finalists.

## SECTION 7 UNSUCCESSFUL SEARCHES

When a recruitment fails to yield a sufficient number of candidates who meet minimum qualifications or established criteria for interview or selection, the College President/Vice Chancellor and the Vice Chancellor of Human Resources will determine if the search will continue, be extended, deferred to a later date or abandoned.

**Revised: February 16, 2016**  
**Revised: September 19, 2016**  
**Revised: January 29, 2018**

## 2019 Spring Professional Development Week Workshop

Schedules at a Glance (More Canvas Trainings page 2)  
February 4 to 8, 2019

Time	Monday	Tuesday	Wed.	Thu.	Fri.		
8:00 AM	NEW! SLO's for Admins SAC A-213	Dual Enrollment Training SAC I-101	ACADEMIC SENATE (SAC A-210)	DEPARTMENT MEETINGS	CONVOCATION SAC Phillips Hall 15 MIN BREAKOUT SESSIONS		
9:00 AM							
10:00 AM	Compliance, Accessibility, and ADA Training SAC A-224	5 Top things to Do to be Cyber Safe at SAC SAC I-102				Safety & Security for Building A SAC A-128	
11:00 AM							
12:00 PM	Writing Effective Student Outcomes (SLOs) SAC A-205 Time Change to 1:00 to 2:30 pm	Effective Communication SAC I-209				Connect Students to SAC SAC I-101	Showcase of OER/ ZTC Offerings at SAC SAC A-210
1:00 PM							
2:00 PM	How to Engage Students Using Canvas SAC A-203	30 MIN BREAK				30 MIN BREAK	Quick Tech Teaching Tips & Poll Everywhere SAC A-203
3:00 PM							
3:00 PM	Suicide Prevention SAC I-102	What All College Employees Need to Know about Financial Aid SAC I-101				EEO Training SAC A-130  <i>Also available at SCC from 8:30 to 11:30 am SCC H-106</i>	New Approaches to Teaching STEM in the Internet Age SAC I-101
4:00 PM							
4:00 PM	Safety & Security for Building D SAC D-102	Supporting and Accommodating Students with Disabilities SAC I-103	15 MIN BREAK	CWE (Cooperative Work Experience) Title V Workshop SAC A-104			
5:00 PM							
5:00 PM	Assessing Your Student Learning Outcomes (SLOs) SAC A-203	Successfully Promoting Your Program SAC D-102	15 MIN BREAK	Guided Pathways Forum SAC D-105			
6:00 PM							
6:00 PM	New Adjunct Orientation SAC A-205	Safety & Security for Building R SAC R-114					

**Register at [sac.edu/PDRegistration](http://sac.edu/PDRegistration) or Faculty Register in the Santa Ana College Professional Development Tracking System**

## 2019 Spring Professional Development Week

Canvas Schedule at a Glance

**February 4 to 8, 2019**

Time	Monday	Tuesday	Wednesday	Thursday
8:00 AM - 9:00 AM	<b>NEW! SLO's for Admins (Tammy) A-213</b>	<b>NEW! Zoom (T) Web Conference Self-Enroll</b>	<b>Intro to Canvas (Jimmy) A-213</b>	<b>NEW! Proctorio (Tammy) A-101</b>
9:00 AM - 10:00 AM	<b>NEW! Rubrics (Tammy) A-213</b>	<b>Attendance (Tammy) A-213</b>	<b>Communication (Tammy) A-213</b>	<b>NEW! Quiz Basics (Tammy) A-213</b>
10:00 AM - 11:00 AM	<b>NEW! SLO's for Faculty (Jimmy) A-213</b>	<b>Course Copy (Tammy) A-213</b>	<b>SAC Template (Jimmy) A-213</b>	<b>NEW! Quest Banks (Tammy) A-213</b>
11:00 AM - 12:00 PM	<b>NEW! Groups (Tammy) Self-Enroll A-213</b>	<b>Canvas Open Lab (Jimmy) A-101</b>	<b>Gradebook (Jimmy) A-213</b>	<b>NEW! Course Copy (Tammy) A-213</b>
12:00 PM - 1:00 PM	<b>Basic Screencast (Joe) 11-1230 A-215</b>			
1:00 PM - 2:00 PM	<b>Communication in Canvas (Jimmy) A-213</b>			
1:00 PM - 2:00 PM	<b>Intro to Canvas (Jimmy) A-213</b>	<b>Canvas Open Lab (Tammy) A-101</b>	<b>SAC Template (Tammy) A-213</b>	<b>NEW! Quiz Basics (Tammy) A-213</b>
2:00 PM - 3:00 PM	<b>Canvas Open Lab (Tammy) A-101</b>	<b>Attendance (Tammy) A-213</b>	<b>NEW! Quest Banks (Tammy) A-213</b>	<b>Canvas Open Lab (Jimmy) A-101</b>
2:00 PM - 3:00 PM	<b>SAC Template (Jimmy) A-213</b>	<b>Gradebook (Jimmy) A-213</b>	<b>Basic Screencast (Joe) A-215</b>	<b>Intro to Canvas (Jimmy) A-213</b>
3:00 PM - 4:00 PM	<b>Gradebook (Tammy) A-213</b>	<b>NEW! Rubrics (Jimmy) A-213</b>	<b>NEW! Proctorio (T) A-101</b>	<b>NEW! Screencast-O-Matic (Jimmy) A-101</b>
3:00 PM - 4:00 PM				<b>Communication (Jimmy) A-213</b>
4:00 PM - 5:00 PM	<b>ODP Roundup</b>			<b>SAC Template (Tammy) A-213</b>
5:00 PM - 6:00 PM				<b>Canvas Open Lab (Jimmy) A-215</b>
5:00 PM - 6:00 PM				<b>Gradebook (Jimmy) A-213</b>
				<b>Canvas Open Lab (Tammy) A-215</b>

**Faculty Register** in the  
**Santa Ana College Professional Development Tracking System** in WebAdvisor  
6.4 (59)

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **5 Top Things to Do to be CyberSafe at SAC**

**Survey Code: 1000**

Presenter: RSCCD's Information Security Specialist Ruben Hernandez

Theme: Health, Wellness and Safety

*Learn the latest about online behaviors that will keep you and your data safe at SAC and on your online devices. Includes RSCCD cyber security updates.*

## **Assessing Your Student Learning Outcomes (SLOs)**

**Survey Code: 1050**

Presenter: Jarek Janio

Theme: Outcomes & Assessment

*Bring your course SLOs to this workshop and learn about and discuss effective ways to measure learning outcomes for your students. The workshop is designed for anyone interested in assessment tools to improve teaching practice.*

## **Attendance in Canvas**

**Survey Code: 1050**

Presenter: Distance Ed

*Learn how to set up and manage attendance using Canvas! Users will learn how to configure the attendance tool, take attendance, and run attendance reports.*

## **Canvas Course Copy**

**Survey Code: 1100**

Presenter: Distance Ed

*Learn how to bulk delete course content; copy course content from an existing Canvas course to another Canvas course; use the date management system; and use the Canvas Commons to upload and integrate any changes to the SAC Canvas Course Template!*

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **Canvas Gradebook**

Presenter: Distance Ed

**Survey Code: 1125**

*Learn how to add grade columns by creating assignments, organize and weight assignments using assignment groups, how to configure and organize the gradebook! Learn how to manually enter grades into the Gradebook in Canvas, add comments or feedback for students, set a default grade for an assignment, download the Gradebook into Excel, access and view student grading reports, and how to message students directly from the Gradebook!*

*What you will need to bring to this workshop:*

*A copy of the course syllabus and/or an assignment list of all assignments (including assignments, tests, quizzes, projects, papers, etc.) for the course.*

## **Canvas Open Lab**

Presenter: Distance Ed

**Survey Code: 1150**

*Work on your course in a question friendly lab environment! Facilitators are available to answer your specific Canvas questions*

## **Communication in Canvas:**

Presenter: Distance Ed

**Survey Code: 1175**

*Learn how to communicate with students using the Announcement, Discussion, and Message tools in Canvas, including how to create, edit and participate using these tools in a Canvas course!*

## **Compliance, Accessibility, and ADA Training**

Presenter: Veronica Oforlea and Angela Tran Nguyen

Theme: Student Success & Equity

**Survey Code: 1200**

*Hands on training in accessibility and compliance practices.*

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **Connect Students to SAC**

**Survey Code: 1225**

Presenter: Maria Camarena, Monique Moreno, Annette Bui, Nicole Moya  
Theme: Student Resources

*Come and learn about wrap around resources available to SAC students: the new S4S Resource Desk and S4S Help Desks—Counseling Support across Campus—Get involved & Have Fun at SAC with Student Life.*

## **Convocation**

**Survey Code: 1250**

Presenter: Dr. Rose

## **CWE (Cooperative Work Experience) Title V Workshop**

**Survey Code: 1275**

Presenter: Margaret Manzano  
Theme: Best Instructional Practices

*Title V training for new and returning faculty teaching CWE classes in the Spring. In order for students to complete an unpaid/paid internship, they need to/should be registered in a CWE class. This orientation will cover the best practices to prepare work experience students to successfully complete the documentation required by Title V and for our current grants. It will also cover updated practices for retention of the documentation required by Title V and for our current grants.*

## **Dual Enrollment Training**

**Survey Code: 1300**

Presenter: Basti Lopez  
Theme: Student Success & Equity

*By attending this workshop you will learn about how Dual Enrollment works. You will also learn about the different student populations that SAC serves through Dual Enrollment.*

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **EEO Training**

**Survey Code: 1325**

Presenter: Laura Schulkind

*This training will be conducted by Laura Schulkind, from Liebert Cassidy Whitmore. These training sessions will be focusing on current anti-discrimination legislation, disregarding /understanding personal bias, Title V compliance and best practice.*

### **NOTE:**

- *Must attend the entire session (3 hours) to receive credit for attendance and be added to the EEO list (no late arrivals or leaving before the session is over). Attendance will be taken.*
- *Each class session will be on a first come, first serve basis. **RSVP to Mirela Dorin, by email only, at [dorin\\_mirela@rsccd.edu](mailto:dorin_mirela@rsccd.edu)**, as soon as possible if you are interested in attending. Employees can attend at either location.*
- *The hours may be used for professional development.*

*Classified staff should coordinate with their managers to allow for release time to attend BEFORE replying and reserving a seat; it is not required to use vacation to attend the training, unless the hours will be used towards Professional Growth.*

*Please take the opportunity for this important training.*

## **Effective Communication**

**Survey Code: 1350**

Presenter: Dennis Gilmour & Rocio Gonzalez-Santillan

Theme: Best Instructional Practices

*This workshop is intended for faculty but is open to managers and classified staff. The principles of effective communication in the classroom can be applied to work settings and personal relationships. Strategies to repair breakdowns in communication will be addressed in the context of the willingness to become self-responsible. Workshop facilitator Dennis Gilmour has over 30 years of experience as a classroom instructor assisting students in discovering their full potential.*

## **Guided Pathways Forum**

**Survey Code: 1975**

Presenter: Various Presenters

*Come learn about where SAC is in planning for an implementing Guided Pathways. Bring your questions and any feedback you may have to help us make Guided Pathways a success at SAC.*

Register at [SAC.edu/PDRegistration](http://SAC.edu/PDRegistration) & Faculty registers in the **Santa Ana College Professional Development Tracking System**



# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **How to Engage Students Using Canvas**

Presenter: Reyna Cummings and Cara Pierce

Theme: Best Instructional Practices

**Survey Code: 1375**

*This workshop will discuss best practices related to creating groups on Canvas, Discussion Boards, Quizzes, and Announcements.*

## **Introduction to Canvas:**

Presenter: Distance Ed

**Survey Code: 1400**

*Learn how to access, log on, and navigate through Canvas; available Canvas help, support, and training; and configure your Canvas settings and preferences!*

*What you will need to bring to this workshop:*

*Flash drive containing a profile picture in JPEG or GIF format (150 x 150 pixels)*

## **New Adjunct Orientation**

Theme: Best Instructional Practices

**Survey Code: 1425**

*Welcome to SAC! Learn tips for a smooth and successful 1st week & 1st semester. Includes campus forms, add/drop procedures, syllabus design and activities to engage and motivate students.*

## **New Approaches to Teaching STEM in the Internet Age**

Presenter: William Nguyen

Theme: Best Instructional Practices

**Survey Code: 1450**

*The talk consists of 2 parts: first, what's different teaching STEM now in the Internet Age compared to before and second, new teaching strategies to deal with the new reality .*

## **New! Creating Question Banks & Question Groups for Quizzes in Canvas:**

Presenter: Distance Ed

**Survey Code: 1475**

*Learn how to create Question Banks in Canvas, and use those Question Banks to create random blocks of questions in a Quiz.*

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **New! Group Work in Canvas:**

Presenter: Distance Ed

**Survey Code: 1500**

*Learn how to create and manage student peer groups in Canvas, what tools are available to students, and how to assign assignment and assessments to a specific group.*

## **New! Quiz Basics in Canvas:**

Presenter: Distance Ed

**Survey Code: 1525**

*Learn the basics of how to create, manage, and grade quizzes in Canvas! Instructors will learn about quiz options, add exceptions for students, and how to add a quiz in a module.*

## **New! Rubrics:**

Presenter: Distance Ed

**Survey Code: 1550**

*Learn how to access, create, find, and manage rubrics in a Canvas course! Instructors will learn how to add a rubric to an assignment, discussion, and quiz; and how to grade using a rubric.*

## **New! SLO's for Admins:**

Presenter: Distance Ed

**Survey Code: 1575**

*This workshop is intended for Division Deans & Department Chairs. Learn how to access your division or department as a Canvas Administrator; create, organize, and manage Student Learning Outcomes for your division or department; access, configure and run reports on Outcomes, and view analytics at a division, department, course, and student level.*

*Attendees **MUST pre-register for this workshop by contacting the Distance Education Department at [DistEd@sac.edu](mailto:DistEd@sac.edu)**. Users will need to have a Canvas Administrator Account created for them prior to attending.*

*What you will need to bring to this workshop:*

*A copy of the SLO's for your division or department by course.*

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **New! SLO's for Faculty:**

Presenter: Distance Ed

**Survey Code: 1600**

*Learn how to access your course (including division or department) Student Learning Outcomes (SLO's) in Canvas; create, organize, and manage Student Learning Outcomes at the course level; attach Outcomes to content, assessments and rubrics; access and view analytics at the course and student level.*

## **New! Use Screencast-O-Matic to Create Videos:**

Presenter: Distance Ed

**Survey Code: 1625**

*Learn how to create instructional videos using Screencast-O-Matic, including how to upload to YouTube and create captions.*

## **New! Zoom Web Conferences:**

Presenter: Distance Ed

**Survey Code: 1450**

*Learn how to*

*Attendees MUST pre-register for this workshop by self-registering for the Zoom Workshop Canvas Course. **Use the following link to self-register for the workshop:***

<https://rsccd.instructure.com/enroll/B4KTNT>

*Equipment Required:*

*Computer (Computer, Laptop), Web Cam, Headset with Microphone*

*Attendees will need to log onto Canvas and access the course at 8:00 am on Tuesday 2/5/19. Once in the course, click on the link to access the web conference.*

## **Proctorio (Online Proctoring) in Canvas:**

Presenter: Distance Ed

**Survey Code: 1675**

*Learn how to use Proctorio (Secure Remote Proctoring) for your online and hybrid course exams. Instructors will learn how to install the Proctorio Chrome extension, enable Proctorio in a Canvas course, add Proctorio to a test, and about the various exam settings available.*

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **Quick Tech Teaching Tips & Poll Everywhere**

**Survey Code: 1700**

Presenter: Trudy J Naman

Theme: Best Instructional Practices

*Attend the first half hour of this workshop to learn about some cool and easy to implement tech tools for any classroom. Participants, who wish to take a deeper dive will also experience a hands-on opportunity to create educational materials using the Poll Everywhere application.*

## **SAC Template & Adding Content in Canvas:**

**Survey Code: 1725**

Presenter: Distance Ed

*Familiarize yourself with the SAC Canvas Course Template, learn why SAC is using a template, and how to use it! Learn how to add and edit a page, the Canvas Syllabus, and upload course files.*

*What you will need to bring to this workshop:*

*Flash drive containing a PDF copy of your course syllabus and an instructor picture in JPEG, PNG or GIF format (150 x 150 pixels) for the Canvas Syllabus.*

## **Safety & Security Training for Building**

**Survey Code: 1750**

Presenter: Lieutenant Scott Baker & Safety Officers

*Safety & Security Workshops at SAC topics: Security Awareness/Being Prepared, Safety Tips for the A/D/R/Nealley Library building, Security Services, and Q&A.*

## **Showcase of OER/ZTC Offerings at SAC**

**Survey Code: 1775**

Presenter: Claire Coyne

Theme: Student Success & Equity

*Learn more about Open Educational Resources (OER) and Zero Textbook Cost (ZTC) course materials from faculty across the disciplines who utilize these resources. Over 180 OER/ZTC courses were offered during Fall 2018 semester -- join us in finding out how you can help students reduce their college expenses.*

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **Successfully Promoting Your Program**

Presenter: Mary Law, Dean Hopkins, & Melissa Utsuki

**Survey Code: 1800**

*Learn about best-practices in marketing and how to effectively gain exposure for your classes and programs. You'll also learn about low-cost and complimentary resources that are available to you through RSCCD Public Affairs, Publications and Graphic Communications.*

## **Suicide Prevention**

Presenter: Rick Mogil, Program Director Suicide Bereavement Services, Didi Hirsch Mental Health Services  
Theme: Health, Wellness and Safety

**Survey Code: 1825**

*Training provides an overview of suicide prevention. Participants learn about the nature of suicide, suicide related statistics, suicide risk factors, and warning signs.*

## **Supporting and Accommodating Students with Disabilities**

Presenter: Louise Janus and Mark Turner  
Theme: Student Success & Equity

**Survey Code: 1850**

*Find out what Disabled Students Program and Services (DSPS) is all about! Learn how to refer students to DSPS and what services, accommodations and technology are available. Explore challenges and learn about best practices related to assisting students with disabilities to be successful.*

## **Undocumented Student Ally Training**

Presenter: Javier Garcia, Maribel Pineda, and Kim Smith  
Theme: Student Success & Equity

**Survey Code: 1875**

*The goal of training is to create a welcoming and supportive campus environment for undocumented immigrants thus assisting with their integration into campus life. Increase faculty and staff knowledge and effectiveness about the needs, concern, and issues of undocumented immigrant students and their families. (AB 540)*

**RSVP at <https://goo.gl/forms/pF8bQsqhu8iDBmX92>.**

# 2019 SPRING PROFESSIONAL DEVELOPMENT WEEK WORKSHOPS

February 4 to 8, 2019

## **Use-Screencast-O-Matic to Create Videos**

**Survey Code: 1900**

Presenter: Joe Pacino

Theme: Best Instructional Practices

*Learn how to create instructional videos using Screencast-O-Matic, including how to upload to YouTube and create captions.*

## **What All College Employees Need to Know about Financial Aid**

**Survey Code: 1925**

Presenter: Robert Manson

Theme: Outcomes & Assessment

- *Financial Aid and the new state funding formula*
- *Where does Financial Aid come from*
- *Who gets Financial Aid*
- *How students can apply for Financial Aid*
- *Other ways SAC helps students in need*

## **Writing Effective Student Learning Outcomes (SLOs)**

**Survey Code: 1950**

Presenter: Jarek Janio

Theme: Outcomes & Assessment

*Do your course SLOs accurately reflect/capture the competencies you expect your students to attain in your course? Are they too narrow? Too broad? Can they be measured? Bring your course SLOs to this workshop and learn how to make them more effective.*



**SANTA ANA COLLEGE**

**Professional Development**

## PROFESSIONAL DEVELOPMENT WEEK Schedule

(formerly Flex Week)

Fall 2018

You are welcome and encouraged to attend any of the workshops offered. Check back daily for room changes etc.

- ◇ **Classified Staff** can either walk in or register for workshops on the Professional Development (PD) registration page unless it states otherwise in the description.
- ◇ **Faculty** register on the Faculty Tracking System through WebAdvisor, [view this manual for further instructions](#).

Below are the icons for the six workshop strands:



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Canvas



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Distance Education/  
Online Educational  
Resources



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Guided Pathways



---

Health & Wellness



---

SLOs & Best Instructional  
Practices



---

Student Support &  
College Info

---

Please complete this [Survey](#) using the corresponding **four-digit number** for each

workshop you attend. We need your feedback!

6.4 (70)



# SANTA ANA COLLEGE

## Professional Development

### Monday, August 20, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1150		Intro to Canvas	Learn how to access, log on, and navigate through Canvas; available Canvas help, support, and training; and configure your Canvas settings and preferences. Bring a flash drive containing a profile picture in JPEG or GIF format to the workshop.	DE Staff	8:00 am - 9:00 am	A-213
1130		Communication in Canvas	Learn how to communicate with students using the Announcement, Discussion, and Message tools in Canvas. You will learn how to create, edit and participate using these tools in a course.	DE Staff	9:00 am - 10:00 am	A-213
1707		Hands On LaunchBoard: CCC Tools for Program Improvement	Learn how to find data about high school pathways to your program, program milestones and success, and employment outcomes for your students. Session includes information about most commonly needed data and practice with LaunchBoard tools.	Susana Cardenas	9:00 am - 10:00 am	A-209
1810		Taking your Students' Research Skills to the Next Level	Are your students having trouble finding quality articles for their research assignments? The librarians at SAC teach finding articles workshops where students learn to use library databases and evaluate sources, and it's now available online in Canvas! Come learn about the workshops and best practices for incorporating the workshop into your class.	Luis Pedroza, Jaki King & Susan Hoang	9:30 am - 10:30 am	L-112-1
1712		Workplace Ergonomics	Easy tips for arranging your work space and stretching and positioning your body for optimal comfort. Avoid back, neck, wrist and eye problems!	Michelle Parolise	10:00 am - 10:30 am	T-210
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	10:00 am - 11:00 am	A-215
1190		SAC Template & Add Content in Canvas	Familiarize yourself with the SAC Canvas Course Template, and how to use it. Learn how to add and edit a page, the Canvas Syllabus, and upload course files. Bring a flash drive containing a PDF copy of your course syllabus to the workshop.	DE Staff	10:00 am - 11:00 am	A-213

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# SANTA ANA COLLEGE

## Professional Development

### Monday, August 20, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1724		Team Up! You Create Video Welcome Message/SAC	SAC TV faculty will tape you in the TV Studio with proper lighting and cameras as you create an inviting welcome message for your online courses. <b>RSVP by Thursday, August 16 to <a href="mailto:taylor_michael2@sac.edu">taylor_michael2@sac.edu</a></b> to reserve a ten-minute time slot and receive a template for designing your message. Limited spaces available. Workshop on uploading and captioning your video is available on August 22 from 1-2PM.	Michael Taylor & Michael Dermody	10:00 am - 11:00 am	Digital Media Center
1769		SacDays: Resources for Undocumented Students	Learn about financial aid, scholarships, and resources to use in order to successfully navigate through college and beyond.	Basti Lopez	10:45 am - 11:45 am	D-102
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	11:00 am - 12:00 pm	A-215
1708		High School to Community College Articulation: A Framework for Effective Practice	Walk through the process and requirements of creating articulation agreements that promote your CTE program and result in completed early college credit opportunities. Learn how to set up agreements with high schools and ROPs and the benefits of connecting with the K-12 system to promote student success and completion.	Raquel Requena Ramirez	11:00 am - 12:30 pm	A-209
1821		What All College Employees Need to Know about Financial Aid	<ul style="list-style-type: none"> <li>• Financial Aid and the new state funding formula</li> <li>• Where does Financial Aid come from?</li> <li>• Who gets Financial Aid?</li> <li>• How students can apply for Financial Aid</li> <li>• Other ways SAC helps students in need</li> </ul>	Robert Manson	12:00 pm - 1:00 pm	A-205
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	1:00 pm - 2:00 pm	A-215
1140		Gradebook Set Up and Grading in Canvas	Learn how to add grade columns by creating assignment, organize assignments using assignment groups, and how to configure and organize the gradebook.	DE Staff	1:00 pm - 2:00 pm	A-213







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# SANTA ANA COLLEGE

## Professional Development

### Monday, August 20, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1725		Team Up! You Create Video Welcome Message/SAC	SAC TV faculty will tape you in the TV Studio with proper lighting and cameras as you create an inviting welcome message for your online courses. <b>RSVP by Thursday, August 16 to <a href="mailto:taylor_michael2@sac.edu">taylor_michael2@sac.edu</a></b> to reserve a ten-minute time slot and receive a template for designing your message. Limited spaces available. Workshop on uploading and captioning your video is available on August 22 from 1-2PM.	Michael Taylor & Michael Dermody	1:00 pm - 2:00 pm	Digital Media Center
1723		Vocal Health Workshop	Tips and exercises for caring for your voice. Individual consultation available as time permits.	Elliott Jones	1:00 pm - 2:00 pm	C-207
1300		Helping Students Understand Changes with Assessment & Placement	This is an introduction to Assembly Bill 705 and how it is systemically changing Assessment and placement practices across all community colleges. Come learn about why and how AB705 will change our practices at SAC so you can help direct students.	Maria Aguilar Beltran	1:15 pm - 2:15 pm	D-102
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	2:00 pm - 3:00 pm	A-215
1776		SacDays: Excel & Money Management	Learn basic Excel formulas and tips to help you manage money. Create a simple to complex budget using addition, subtraction and multiplication formulas. Use short cuts to copy formulas fast and view the results to see how your money is spent. Use these tools to help you be proactive versus reactive for purchases and take control of your money.	Jackie Strobel	2:30 pm - 3:30 pm	D-306
1713		Workplace Ergonomics	Easy tips for arranging your work space and stretching and positioning your body for optimal comfort. Avoid back, neck, wrist and eye problems!	Michelle Parolise	3:00 pm - 3:30 pm	T-210
1826		Creating Accessible Documents	Attend a DSPTS sponsored training to learn the importance of creating an accessible document, laws that govern accessibility, and simple steps to create accessible PDFs, Word documents, PowerPoints and more.	Angela Tran	Canceled	




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# SANTA ANA COLLEGE

## Professional Development

### Monday, August 20, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1815		Supporting and Accommodating Students with Disabilities	Find out what Disabled Students Program and Services (DSPS) is all about! Learn how you can refer students to DSPS and what accommodations and services are available. Find out about learning disability assessment available to students. Get answers to questions about the laws and guidelines which govern DSPS services. Learn about various types of disabilities, best practices, and how you can assist students in attaining their goals.	Louise Janus & Mark Turner	4:00 pm - 5:00 pm	A-130
1160		Online Degree Pathway Roundup	Online Degree Pathway students are introduced to their online pathway faculty and tips for how to be successful online.	DE Staff	4:00 pm - 6:00 pm	A-106
1715		Orientation for New Adjunct Faculty	Welcome to SAC! Learn tips for a smooth and successful 1st week & 1st semester. Includes campus forms, add/drop procedures, syllabus design and activities to engage and motivate students.	Mary Huebsch & Jennifer Giddings-Aggleton	5:30 pm - 7:00 pm	A-209








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# SANTA ANA COLLEGE

## Professional Development

### Tuesday, August 21, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1140		Intro to Canvas	Learn how to access, log on, and navigate through Canvas; available Canvas help, support, and training; and configure your Canvas settings and preferences. Bring a flash drive containing a profile picture in JPEG or GIF format to the workshop.	DE Staff	8:00 am - 9:00 am	A-213
1736		FERPA	The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. Find out what steps to take with your records to ensure that you are in compliance with this law.	Ali Fahmy	8:30 am - 9:30 am	A-207
1790		Vet Net Ally Training	The Vet Net Ally training educates members of the college community on topics affecting Veteran students, fosters a supportive campus atmosphere and establishes a network of visible allies for veterans. Includes lunch. <b>Please RSVP to (714) 564-6050 by Thursday, August 16.</b>	Brenda Estrada	9:00 am - 1:00 pm	D-304
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	9:00 am - 10:00 am	A-215
1130		Communication in Canvas	Learn how to communicate with students using the Announcement, Discussion, and Message tools in Canvas. You will learn how to create, edit and participate using these tools in a course.	DE Staff	9:00 am - 10:00 am	A-213
1798		Math 83 – Training for New and Experienced Instructors	This workshop is for new instructors of Math 83 and those who want a refresher of the course. Workshop explains Math Redesign, course structure and content, and effective instructional strategies. If you are looking for a refresher, stop by anytime between 9AM-12PM.	Martin Romero & Rachel Lui	9:00 am - 12:00 pm	H-107
1803		Calculus Summit - Fall 2018	An ongoing discussion of all issues relating to the Calculus sequence (Math 180/185/280), including the Math Department's philosophy and goals, OER, departmental final exams, etc., as they relate to Calculus courses.	Ken Sill	10:00 - 11:30 am	H-109

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# SANTA ANA COLLEGE

## Professional Development

### Tuesday, August 21, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1833		MLA Workshops for English 061X: Faculty Training	Training for English faculty who plan to teach the English 061X MLA workshops in the Learning Center. This training will cover training on all three workshops (Basic MLA Format, MLA for Works Cited, MLA for In-Text Citations) and is required for anyone who plans to teach the workshops in Fall 2018.	Dana Bassett & Sara Kelley	10:00 am - 11:00 am	I-201
1190		SAC Template & Add Content in Canvas	Familiarize yourself with the SAC Canvas Course Template, and how to use it. Learn how to add and edit a page, the Canvas Syllabus, and upload course files. Bring a flash drive containing a PDF copy of your course syllabus to the workshop.	DE Staff	10:00 am - 11:00 am	A-213
1737		Using Student Achievement Data to Improve your Program	Learn how to access and disaggregate achievement data so that you can improve outcomes for your department courses and program. This workshop is of particular interest to departments that are completing Quadrennial Program Review reports in 2018-19.	Janice Love & George Sweeny	10:00 am - 11:00 am	A-207
1728		Guided Pathways Demystified & Introduction to Program Mapping	Clear program maps are central to the Guided Pathways model. Department chairs, faculty, classified staff, managers and students are all invited to learn about how we can create program maps that will include specific course sequences, progress milestones, and program learning outcomes that will lead students to program completion, jobs, and higher education.	Fernando Ortiz, Merari Weber, & Rochelle Zook	10:00 am - 12:00 pm	D-101
1738		Dashboard Drop-In Lab	Hands on support with accessing and interpreting data for your courses and program.	SAC Research Department	11:00 am - 12:00 pm	A-207
1795		Easy Video Creation Basics (Hands-on)	Get started creating your own videos quickly and easily with required captioning! This session will discuss why and when to use videos in your course, provide a show-and-tell on how to get started, introduce the online Video Creation Course with reference handouts and video instruction and give you time to try out an easy screen-capture tool! Bring your laptop (optional).	Jaki King & Cherylee Kushida	11:00 am - 12:00 pm	A-206






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# SANTA ANA COLLEGE

## Professional Development

### Tuesday, August 21, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1140		Gradebook Set Up and Grading in Canvas	Learn how to add grade columns by creating assignment, organize assignments using assignment groups, and how to configure and organize the gradebook.	DE Staff	11:00 am - 12:00 pm	A-213
1816		Supporting and Accommodating Students with Disabilities	Find out what Disabled Students Program and Services (DSPS) is all about! Learn how you can refer students to DSPS and what accommodations and services are available. Find out about learning disability assessment available to students. Get answers to questions about the laws and guidelines which govern DSPS services. Learn about various types of disabilities, best practices, and how you can assist students in attaining their goals.	Louise Janus & Mark Turner	11:00 am - 12:00 pm	A-130
1802		Teaching Math Online	Explore the new research ideas on mathematics learning and student mindsets that can transform students' experiences with math. This workshop is interactive and include various thinking tasks to promote active engagement - such as reflecting on videos, designing lessons, and discussing ideas with peers.	Mike Everett	11:30 am - 1:00 pm	H-104
1739		SLOs 101	Course for beginners. Everything you always wanted to know about SLO assessment but were afraid to ask. What's the difference between outcomes and objectives? How many SLOs are we supposed to develop and how many do we assess? What is the relationship between SLOs and PLOs? How can the measurement of student learning impact what I do in the classroom tomorrow? The workshop is designed for new as well as seasoned SLO practitioners.	Jarek Janio	12:15 pm - 1:45 pm	A-207
1796		Make your Syllabus Accessible (Hands-on)	Learn accessibility basics for Word, where to find accessibility how-to documents and online Accessibility course, and use this hands-on time to make your syllabi accessible! Leave with fully accessible syllabi and confidence in using Word for Accessibility! Bring: Any syllabi (in a Microsoft Word Format)	Jaki King & Annie Knight	1:00 pm - 2:00 pm	A-206







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# SANTA ANA COLLEGE

## Professional Development

### Tuesday, August 21, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1834		MLA Workshops for English 061X: Faculty Training	Training for English faculty who plan to teach the English 061X MLA workshops in the Learning Center. This training will cover training on all three workshops (Basic MLA Format, MLA for Works Cited, MLA for In-Text Citations) and is required for anyone who plans to teach the workshops in Fall 2018.	Sara Kelley	1:00 pm - 2:00 pm	I-201
1180		Rubrics in Canvas	Learn how to find and align rubrics with assignments, discussions and quizzes; create course rubrics; add an SLO to a rubric; and grade using rubrics in Canvas.	DE Staff	1:00 pm - 2:00 pm	A-213
1735		Requesting a Conference	Step-by-step explanation of the SAC & RSCCD conference request process from securing conference funds to obtaining necessary approvals to turning in your conference summary and receipts.	Susana Cardenas & Mary Huebsch	1:00 pm - 2:30 pm	A-209
1766		Math N06 Discussion among Faculty	An interactive workshop on teaching Math N06 Basic College Math designed for current instructors teaching N06 and for faculty that might like to explore the course content and teaching strategies. Faculty will have ample time to review a sample course syllabus, become familiar with the N06 MyMathLab format, and have an opportunity to exchange ideas and teaching strategies.	Neal Rogers	1:30 pm - 3:00 pm	H-109
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	2:00 pm - 3:00 pm	A-213
1200		SLOs for Admin in Canvas	Deans and Department Chairs will learn how to create SLO's in Canvas for use by faculty, how to align SLO's with content, and access and download SLO reports in Canvas. <b>NOTE: Attendees must pre-register for this workshop by contacting the Distance Education Department at <a href="mailto:DistEd@sac.edu">DistEd@sac.edu</a></b>	DE Staff	2:00 pm - 3:00 pm	A-215





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# SANTA ANA COLLEGE

## Professional Development

### Tuesday, August 21, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1758		SacDays: Quick Resume Design Tips & Tricks	Give students some simple tasks for developing their resume while traveling through their coursework. Tips will include integrating course outcomes, class projects and skills into a comprehensive 'snapshot' for their resume. Other tools such as Canvas will be introduced to assist with quick layout and easy graphics.	Stephanie Clark	2:30 pm - 3:30 pm	D-301
		SacDays: Applying For and Getting Financial Aid	Financial Aid Workshop	Shannon Muir	2:30 pm - 3:30 pm	D-105
1110		Canvas Course Copy	Learn how to copy course content from one Canvas course shell to another; use the date management tool; and use the Canvas Commons to update the SAC Canvas Course Template.	DE Staff	3:00 pm - 4:00 pm	A-213
1718		Flex Requirements & Flex Tracking System	Learn how to meet your flex obligation with SAC's Faculty Development Tracking System.	Mary Huebsch	3:00 pm - 4:00 pm	A-209
1793		Math OER with Canvas	Get help with setting up an OER course using Lumen OHM and integrating with Canvas.	Roy Shahbazian, Dahlia Vu, Krystal Meier, Kelly Nguyen	3:00 pm - 5:00 pm	H-108
1933		CWE (Cooperative Work Experience) (all CWE faculty)	Title V training for all faculty teaching CWE classes 2018-19. Document retention, CWE best practices, and Guided Pathways connections will be covered. In order for students to complete an unpaid/paid internship they need to/should be registered in a CWE class. This orientation is for all CWE faculty and will cover the best practices to prepare working students and interns to successfully complete the documentation required by Title V and for our current grants.	Theresa Hagemberger	4:00 pm - 6:00 pm	A-108

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# SANTA ANA COLLEGE

## Professional Development

### Tuesday, August 21, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1716		Orientation for New Adjunct Faculty	Welcome to SAC! Learn tips for a smooth and successful 1st week & 1st semester. Includes campus forms, add/drop procedures, syllabus design and activities to engage and motivate students.	Mary Huebsch & Jennifer Giddings-Aggleton	4:45 pm - 6:15 pm	A-209
1722		Project-Based Learning	Come to this interactive workshop to explore project-based learning (PBL) and discuss how to adapt PBL in any classroom. This evidence-based experience will enhance your instruction in the semesters to come!	Merari Weber	6:30 pm - 8:30 pm	A-207

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**Wednesday, August 22, 2018 Workshops**

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1110		Canvas Course Copy	Learn how to copy course content from one Canvas course shell to another; use the date management tool; and use the Canvas Commons to update the SAC Canvas Course Template.	DE Staff	8:00 am - 9:00 am	A-213
1330		RSCCD Child Development and Education Retreat	All-day retreat for Child Development & Education faculty.	Michelle Hardy, Chantal Lamourelle, & Marygrace Funaoka	8:00 am – 4:00 pm	E-210
1730		Academic Senate Retreat	Academic Senate business meeting	Monica Zarske	9:00 am - 1:00 pm	A-210
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	9:00 am - 10:00 am	A-215
1844		Showcasing Our Support Centers	Come learn about how our Academic Support Centers assist students with reading, writing, mathematics, study skills, and discipline specific tutoring. Drop in counseling also available.	Academic Support Centers Coordinators	9:00 am - 10:00 am	D-307
1210		SLOs for Faculty in Canvas	Faculty will learn how to access and align department SLO's with content in their course, how to create their own course-level SLO's, and how to access SLO analytics in Canvas.	DE Staff	9:00 am - 10:00 am	A-213
1100		Attendance in Canvas	Learn how to set up and use Canvas Roll Call to take attendance in a class and generate student attendance reports.	DE Staff	10:00 am - 11:00 am	A-213
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	10:00 am - 11:00 am	A-215
1801		Math 083/084 Student Assistant Training	Training student assistants who will work in Math 083 and 084 classes in Fall 2017.	Martin Romero & Lisa McKowan-Bourguignon	10:00 am - 12:00 pm	H-105
1845		Book of the Year/now SAC Explores (Artificial Intelligence)	What is Artificial Intelligence? How is it affecting each of our lives? How does AI impact the subjects we teach and the majors and careers our students pursue? Artificial Intelligence has been selected as our first campus-wide topic to explore. Join the SAC Explores committee to discuss how we can integrate a discussion of AI into the educational experience at SAC.	Katharine Walczak, Melanie Mowrer, Matt Beyersdorf, Sara Kelley	10:00 am - 11:00 am	D-307

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**Wednesday, August 22, 2018 Workshops**

Survey #	Strand	Workshop	Description	Presenter	Time	Room
		OTC18 Debrief	Sharing of Conference takeaways.	Cherylee Kushida	11:00 am – 12:00 pm	A-211
1830		Improving Engagement in your Classes through Reading	Do your students struggle with assigned textbook reading? Do you find yourself summarizing and lecturing on texts for students? Reading Apprenticeship (RA) is an instructional framework that helps students become aware of how and why they engage with texts across all disciplines, making them more motivated and critical thinkers. We'll be sharing examples of implementation from courses across different disciplines and discussing how RA also fits within a Guided Pathways framework.	Susan Hoang, Reyna Cummings, Annie Knight, Minhan Dinh-Mahavongtrakul	11:00 am - 12:00 pm	A-130
1140		Intro to Canvas	Learn how to access, log on, and navigate through Canvas; available Canvas help, support, and training; and configure your Canvas settings and preferences. Bring a flash drive containing a profile picture in JPEG or GIF format to the workshop.	DE Staff	11:00 am - 12:00 pm	A-213
1847		Captioning YouTube Videos	Now that you have created a video for your class, learn how to upload it and caption it on YouTube before you paste it into your Canvas course. We recommend creating a Google account (if you have Gmail then you already have a Google account) and then a channel in YouTube before attending the session. Also, it's important to be familiar with Canvas and how to paste URL links.	Joe Pacino	1:00 pm - 2:00 pm	A-206
1130		Communication in Canvas	Learn how to communicate with students using the Announcement, Discussion, and Message tools in Canvas. You will learn how to create, edit and participate using these tools in a course.	DE Staff	1:00 pm - 2:00 pm	A-215
1170		Canvas Quiz Basics	Learn the basics of creating, managing, and using quizzes and surveys in Canvas, including how to create quiz shells, options, create questions, add accommodations, and view student results.	DE Staff	1:00 pm - 2:00 pm	A-213

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**Wednesday, August 22, 2018 Workshops**

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1822		Using SLOs to Improve Your Program	This workshop is designed to show how the Nursing Department at SAC uses TracDat for program improvement. We will discuss how Student Learning Outcome (SLO) assessment data can be analyzed to improve courses and programs. Closing of the assessment loop, link to the Resource Allocation Request, SLO assessment data disaggregation and meeting of the accreditation standards will also be discussed. This workshop is of particular interest to departments that are completing Quadrennial Program Review reports in 2018-19.	Jarek Janio & Mary Steckler	1:00 pm - 2:30 pm	A-207
1729		Guided Pathways Demystified & Introduction to Program Mapping	Clear program maps are central to the Guided Pathways model. Department chairs, faculty, classified staff, managers and students are all invited to learn about how we can create program maps that will include specific course sequences, progress milestones, and program learning outcomes that will lead students to program completion, jobs, and higher education.	Fernando Ortiz, Merari Weber, & Rochelle Zook	1:00 pm - 3:00 pm	A-210
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	2:00 pm - 3:00 pm	A-215
1190		SAC Template & Add Content in Canvas	Familiarize yourself with the SAC Canvas Course Template, and how to use it. Learn how to add and edit a page, the Canvas Syllabus, and upload course files. Bring a flash drive containing a PDF copy of your course syllabus to the workshop.	DE Staff	2:00 pm - 3:00 pm	A-213
1813		Club Advising	This workshop is intended to provide an overview of campus policies and procedures relating to and/or governing student organizations. Participants will explore the explicit and implied responsibilities of being a student organization advisor, develop strategies for fostering effective student leadership, and learn how to fill out forms for facilities reservation, check requests, and campus forms.	John Nguyen	2:00 pm - 3:30 pm	D-105
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	3:00 pm - 4:00 pm	A-215







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# SANTA ANA COLLEGE

## Professional Development

### Wednesday, August 22, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1140		Gradebook Set Up and Grading in Canvas	Learn how to add grade columns by creating assignment, organize assignments using assignment groups, and how to configure and organize the gradebook.	DE Staff	3:00 pm - 4:00 pm	A-213
1740		Survey Monkey	Create short surveys to get student feedback on your programs and activities.	Alex Claxton & Kevin Kawa	3:00 pm - 4:00 pm	A-207
1828		Techniques for STEM and Beyond	Come to learn about different ways to engage students in your material (STEM emphasis but definitely welcome to all!). From "instructor talk" to different teaching techniques to promote participation or data interpretation, this discussion oriented workshop is designed for us all to share what we do in the classroom to help bring students up to pace with material in a student-centered environment. Optional discussion follows the workshop.	Minhan Dinh-Mahavongtrakul	3:00 pm – 4:00 pm	R-228
1825		Creating Accessible Documents	Attend a DSPS sponsored training to learn the importance of creating an accessible document, laws that govern accessibility, built in accessibility tools in MS Word, simple steps in creating an accessible PDF, captioning programs and available SAC services, to include alt text for images and to create an accessible PowerPoint.	Angela Tran	Canceled	
1731		Flex Requirements & Flex Tracking System	Learn how to meet your flex obligation with SAC's Faculty Development Tracking System.	Mary Huebsch	4:30 pm - 5:30 pm	A-207
1744		Guided Pathways Forum for Adjunct Faculty	SAC Adjunct Faculty are critical to SAC student success. Learn about what Guided Pathways means for Santa Ana College and your role in this transformation of our college.	Fernando Ortiz	6:00 pm - 7:00 pm	A-210

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# SANTA ANA COLLEGE

## Professional Development

### Thursday, August 23, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
		Guided Pathways Information Booth	Want to learn about what Guided Pathways means for Santa Ana College? Join us in this college-wide effort and get your questions answered at the Guided Pathways Information Booth.	Various Presenters	9:00 am - 12:00 pm	near Nealley Library
1170		Canvas Quiz Basics	Learn the basics of creating, managing, and using quizzes and surveys in Canvas, including how to create quiz shells, options, create questions, add accommodations, and view student results.	DE Staff	8:00 am - 9:00 am	A-213
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	9:00 am - 10:00 am	A-215
1180		Rubrics in Canvas	Learn how to find and align rubrics with assignments, discussions and quizzes; create course rubrics; add an SLO to a rubric; and grade using rubrics in Canvas.	DE Staff	9:00 am - 10:00 am	A-213
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	10:00 am - 11:00 am	A-215
1210		SLOs for Faculty in Canvas	Faculty will learn how to access and align department SLO's with content in their course, how to create their own course-level SLO's, and how to access SLO analytics in Canvas.	DE Staff	10:00 am - 11:00 am	A-213
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	11:00 am - 12:00 pm	A-215
1110		Canvas Course Copy	Learn how to copy course content from one Canvas course shell to another; use the date management tool; and use the Canvas Commons to update the SAC Canvas Course Template.	DE Staff	1:00 pm - 2:00 pm	A-213
1320		What's New at SAC to Protect You and Students?	What's New at SAC to Protect You & Students? Attend this Safety & Security workshop and learn best steps for being aware and prepared in the event of a safety emergency. Also reviewed: guidelines for student conduct, new locking system, incident reporting, services from SAC Safety & Security & more. Get your questions answered!	Lt. Baker & Sgt. Wert	1:00 pm - 2:00 pm	A-130

[Complete a Survey here for each workshop you attend.](#) Your feedback is important to us.










**Thursday, August 23, 2018 Workshops**

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1741		SLOs and TracDat	Get ready to keep track of your student learning data with one of the most user-friendly tools available: Nuventive. Improve, formerly known as TracDat. We will practice logging in to the database, data entry, tracking of the assessments, generating of the reports and informing students and other faculty members about student learning. The workshop is for those who would like to jump on the band wagon of assessment of student learning and institutional improvement. See you all there!	Jarek Janio	1:00 pm - 2:30 pm	A-207
1310		English 101X Workshop for English Faculty	This is a workshop and information session for full-time English faculty to discuss AB705 regulations and the new English 101X curriculum.	Rachel Sosta	1:30 pm - 2:30 pm	A-210
1140		Intro to Canvas	Learn how to access, log on, and navigate through Canvas; available Canvas help, support, and training; and configure your Canvas settings and preferences. Bring a flash drive containing a profile picture in JPEG or GIF format to the workshop.	DE Staff	2:00 pm - 3:00 pm	A-213
1814		Club Advising	This workshop is intended to provide an overview of campus policies and procedures relating to and/or governing student organizations. Participants will explore the explicit and implied responsibilities of being a student organization advisor, develop strategies for fostering effective student leadership, and learn how to fill out forms for facilities reservation, check requests, and campus forms.	John Nguyen	2:00 pm - 3:30 pm	D-105
1100		Attendance in Canvas	Learn how to set up and use Canvas Roll Call to take attendance in a class and generate student attendance reports.	DE Staff	3:00 pm - 4:00 pm	A-213
1130		Communication in Canvas	Learn how to communicate with students using the Announcement, Discussion, and Message tools in Canvas. You will learn how to create, edit and participate using these tools in a course.	DE Staff	3:00 pm - 4:00 pm	A-215
1832		Best Practices in SLO Assessment	Interested in assessment tools to improve teaching practice? Learn how to tackle student learning assessment; how to make it meaningful to faculty and students; how to link SLO assessment to improvement of instruction and finally, how to link SLO assessment to resource allocation requests (RAR). Learn the differences and similarities between different types of assessments, rubrics, surveys, publishers' tests, online assessments, and portfolios.	Jarek Janio	3:00 pm - 4:30 pm	A-207

[Complete a Survey here for each workshop you attend.](#) Your feedback is important to us.



**Thursday, August 23, 2018 Workshops**

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	4:00 pm - 5:00 pm	A-215
1190		SAC Template & Add Content in Canvas	Familiarize yourself with the SAC Canvas Course Template, and how to use it. Learn how to add and edit a page, the Canvas Syllabus, and upload course files. Bring a flash drive containing a PDF copy of your course syllabus to the workshop.	DE Staff	4:00 pm - 5:00 pm	A-213
1824		Math 084 Refresher/Best Practices Share	Whether you are teaching Math 084 for the first time or the tenth time, this workshop is for you. You can ask questions about the model or the technology, share your experiences and learn about the best practices others are using to help our students succeed.	Lisa Mckowan-Bouguignon	4:00 pm - 5:30 pm	H-105
1800		Math 83 ALEKS/Refresher Workshop	ALEKS is an essential tool for student success in Math 83; it is important that all Math 83 instructors know how to support their students with this math learning system. This is an opportunity for Math 83 Instructors to review how to best implement ALEKS in their Math 83 classroom. Additionally, we will share instructional "best" practices that support student learning. Food and Beverage will be provided.	Martin Romero & Rachel Lui	4:00 pm - 5:30 pm	H-107
1120		Canvas Open Lab	Get your questions answered while you work on your own course in a friendly lab environment.	DE Staff	5:00 pm - 6:00 pm	A-215
1140		Gradebook Set Up and Grading in Canvas	Learn how to add grade columns by creating assignment, organize assignments using assignment groups, and how to configure and organize the gradebook.	DE Staff	5:00 pm - 6:00 pm	A-213
1818		Math OER with Canvas (evening)	Get help with setting up an OER course using Lumen OHM and integrating with Canvas.	Roy Shahbazian, Justin Tolentino, Amit Mishal, & Vu Phan	3:30 pm - 5:30 pm	H-108

[Complete a Survey here for each workshop you attend.](#) Your feedback is important to us.







# SANTA ANA COLLEGE

## Professional Development

### Friday, August 24, 2018 Workshops

Survey #	Strand	Workshop	Description	Presenter	Time	Room
1917		Convocation	Registration begins at 7:30 am. Convocation activities begin with Welcome from President Linda Rose.	President Linda Rose	8:00 am - 9:15 am	Phillips Hall
1220		Classified Staff Guided Pathways Institute	Three 30 minute sessions: Guided Pathways 101, Classified Staff Guided Pathways Forum, The "Why" of Guided Pathways at SAC.	Fernando Ortiz	9:30 am - 11:00 am	D-105
1918		Guided Pathways Faculty Breakout for Program Mapping	Department faculty will have an opportunity to work on program maps for their respective programs. Department chairs will receive a program map template prior to the session to facilitate the work. Guided Pathways leadership team members and academic counselors will be available to assist faculty.	Fernando Ortiz	9:30 am - 11:30 am	Cook Gym G-105

### Online Professional Development Week Workshops

Survey #	Workshop	Description	Web Address
1849	Online Security Training from the Technology Center	The Technology Center, which is sponsored by the Chancellor's Office, offers security training at no cost for all of our employees (with an .EDU email address.) Sign up for access to the 30 online modules at California Community Colleges training link. The videos are very effective and short. It takes approximately 1½ hours to view all of the modules. To receive 3 hours of flex credit for this training, send the certificate you receive upon completing the modules and passing all quizzes to <a href="mailto:professionaldevelopment@sac.edu">professionaldevelopment@sac.edu</a> .	<a href="#">Online Security Training from the Technology Center Link</a>
1900	Kognito	Online training simulations about suicide prevention, helping students you are worried about, and creating a supportive environment for veterans and LGBTQ students. Flex credit available for each of the following Kognito training: Student Veterans, LGBTQ and Psychological Distress training.	<a href="#">Kognito</a>
	Professional Learning Network	Online training library of 4,000+ courses taught by industry experts, with more added every week. Courses are designed for all levels of learners and you can watch at any time.	<a href="#">Professional Learning Network</a>

[Complete a Survey here for each workshop you attend.](#) Your feedback is important to us.



# Santiago Canyon College

ABOUT SCC   ACADEMICS   ENROLL   STUDENTS   ATHLETICS   CONTINUING EDUCATION   FACULTY & STAFF   GIVING

- Student Equity Homepage
- About Student Equity
- Student Equity Executive Summary
- Equity Partners
- Equity Plans
- Equity Professional Development**
- Equity Resources
- ▶ Student Equity Forms
- ▶ Helpful Links

## Equity Professional Development

### Equity Events/Activities at SCC

Title	Date(s)	Audience	Cost	Location
Dreamer Ally Training	February 4, 2019	All Faculty, Staff, and Administrators.	FREE	Santiago Canyon College
SCC SafeSpace Ally Training	February 5, 2019	All Faculty, Staff, and Administrators.	FREE	Santiago Canyon College
RSCCD EEO Training	February 5, 2019 830am - 1130am	Faculty, Staff, and Administrators.	FREE	H Building 106 Santiago Canyon College
SCC Post-Convocation Breakout Session	February 8, 2019	All Faculty, Staff, and Administrators.	FREE	Santiago Canyon College

## Santiago Canyon College - Equity Professional Development 2018-19

Student Equity Disproportionate Impact Data: What it means, how we use it, and what's next.	August 21, 2018  11am-1230pm	All faculty, staff, students, and administrators interested in learning more about the disproportionate impact data that we analyze to support students here at SCC.	FREE	Santiago Canyon College  Library 115
"Building Support for Formerly Incarcerated Students at SCC" with Special Guest Joe Luis Hernandez	21-Aug-18  12pm-130pm	All faculty, staff, students, and administrators interested in learning more about how you can support formerly incarcerated students here at SCC.	FREE	Santiago Canyon College E Building 205
Welcome To Fall 2018--You Matter	August 27 & 28, 2018	SCC Students	FREE	Vazquez Promenade
Comedy Before Class	Wednesday Sept. 5, 2018	Open to Public   SCC Students	FREE	SCC Auditorium, H-106
Antelop Valley College Equity Retreat with Dr. Joy DeGruy "Be the Healing Workshop"	September 7, 2018	Faculty, Staff, students, and administrators.	TBD	Lancaster, CA  Antelope Valley College
Building Diversity-Fall 2018 EEO Workshop Series (Part I)	September 11, 2018	A cross functional team of HR Managers, Researchers, Hiring Managers, Administrators, Department Chairs.	\$75	Riverside, CA
<a href="#">Hispanic Heritage Lunch Celebration</a>	Thursday Sept. 20, 2018	SCC Students	FREE	Strenger Plaza
<a href="#">Lunch and Learn- Join the</a>	Wednesday Sept. 26, 2018	SCC Students	FREE	Student Lounge, T-
<a href="#">Lunch On the Lawn</a>	Thursday October 11, 2018	SCC Students	FREE	Rose Garden
<a href="#">SCC Womens March</a>	October 18th	SCC Students	FREE	Strenger Plaza
<a href="#">Second Annual--Hawks Rising Cross Cultural Leadership Conference</a>	Friday October 19, 2018	SCC Students (enrolled in at least 1 unit).  <a href="#">*Space is limited. Submit application in A-213 to claim your space. Spots are offered on a first come first serve basis.</a>	FREE	SCC Auditorium, H-106
<a href="#">Cynthia Johnson's Student Development Institute with Dr. Lori Patton Davis</a>	September 28, 2018	Those interested in learning about intersectionality in research.	\$45	Long Beach, CA The Pointe, at the CSULB Pyramid

<a href="#">Web Discussion: "20 Years Later: A Conversation about the Life and Legacy of Matthew Sheppard"</a>	October 4, 2018	Those interested in learning about how colleges and have changed during the past 20 years and how they must continue the work of creating safe and affirming campus climates.	FREE	Online
<a href="#">XITO'S 5TH Annual Napa Institute</a>	October 26-27, 2018	Teachers, students, principals, professors, community organizers, activity coordinators, program managers, school counselors, social workers, artists, directors of curriculum, etc.	\$300	Napa, CA  Napa Valley College
<a href="#">De Los Muertos</a>	Thursday November 1, 2018	SCC Students, Faculty, Staff, Department Offices	FREE	Vazquez Promenade
<a href="#">Mankiller Film Screening</a>	Thursday November 8, 2018	SCC Students	FREE	SCC Auditorium,
<a href="#">The Equity Summit at Skyline College</a>	November 2, 2018	Faculty, Staff, students, and administrators.	FREE	San Bruno, CA  Skyline College
<a href="#">Umoja Conference XIV</a>	November 9-10, 2018	Umoja Coordinators, and Faculty, and those interested in supporting the development of an Umoja Program at SCC.	\$495	Riverside Convention Center  Riverside, CA
<a href="#">The Community College League of California (League)2018 Annual Convention</a>	November 15-17, 2018	CEOs, trustees, faculty, staff, administrators, and partners of the community college system interested in sharing tools, models, and solutions to system issues, as well as celebrating accomplishments	TBD	The Westin Mission Hills  Rancho Mirage, CA
<a href="#">(IEPI) 2018-19 Guided Pathways Workshops</a>	November 27, 2018	CEO's, CSSO's, CIO's, Deans, Mid-level Instructional Leaders, Student Services Deans, Counselors, Researchers, Academic Senate Members, Faculty, Classified Staff, CTE Professionals,	\$75	Irvine, CA  Irvine Marriott
<a href="#">Real #114 Housing &amp; Food Insecurities Conference</a>	December 7, 2018	Faculty, Staff, students, and administrators interested in supporting students with basic need insecurities at SCC.	\$120	Compton College  Compton, CA
Dreamer Ally Training	February 4, 2019	All those interested in supporting undocumented at SCC.	FREE	Santiago Canyon College
SCC Safe Space Training	February 5, 2019	For those interested in supporting students who identify as LGBTQ+	FREE	Santiago Canyon College
What is Equity Workshop	February 6, 2017	an introductory training on equity including definition, the role of the state chancellor's office, the law, and happenings at SCC	FREE	Santiago Canyon College

Convocation with Dr. Frank Harris	February 8, 2019	Entire campus	FREE	Santiago Canyon College
Post Convocation Workshop	February 8, 2019	Review of IAP Data	FREE	Santiago Canyon College
Nike Resumer Writing Workshop	February 13, 2019	For Students	FREE	Santiago Canyon College
Frederick Douglass' Birthday	February 14 2019	For students	FREE	Santiago Canyon College
Nike Interview Skills Workshop	February 21, 2019	For Students	FREE	Santiago Canyon College
Equity Film Screening "Black Panther"	February 28, 2019	For Students	FREE	Santiago Canyon College
Ken Morris Jr.	4-Mar-19	SCC was honored to host Ken Morris Jr. Who discussed modern day slavery and its connection to our history.		

# AMPLIFY

A WOMEN'S EMPOWERMENT LUNCHEON

Thursday, March 21st, 2019  
12:00PM-1:15PM  
Room H-106

**Celebrate Women's History Month with Spoken Word and Live Music** featuring Professor and Author KATHY SILVEY HALL, Black Student Union Vice President KATRYNA WALLACE & Actress, Model, Singer-songwriter MICAYLA DE ETTE

Food served on a first come, first serve basis

 Office of Student  
Equity & Success



6.4 (93)

# Clothesline Project



**APRIL 22ND-26TH**  
**11:00AM-2:00PM**  
**STRENGER PLAZA**  
**(near Rose Garden)**

Join the nationwide initiative to bring awareness to the issue of violence against women.

Across the country, thousands will decorate a T-shirt to show their support or share a story to encourage survivors and educate the community.

**Clothesline Community Fair**  
**April 22nd & 23rd**  
**11:00AM-2:00PM**

Questions? Please email  
[ahumada\\_edith@sccollege.edu](mailto:ahumada_edith@sccollege.edu)

Office of Student  
Equity & Success  
Santiago Canyon College



**Santiago Canyon College**

6.4 (94)

# DENIM DAY



**WEDNESDAY**  
**APRIL 24TH**  
**11:00AM-2:00PM**  
**Room H-106**

**FREE NACHOS**  
upon participation, first come-first serve

## ***#SCCWearsDenim***

Join the SCC community and wear denim to dispel harmful myths about sexual violence and to stand in solidarity with survivors

Questions? Please email  
ahumada\_edith@sccollege.edu

Office of Student  
Equity & Success  
Santiago Canyon College



**Santiago Canyon College**  
DEPARTMENT OF WOMEN'S STUDIES

6.4 (95)



An interactive workshop open to all

Wednesday, April 24

11:30 am - 1:30 pm

H-106

Santiago Canyon College

# Our Bodies, Our Minds

Taking action and using theater to help survivors  
and communities heal from sexual violence

For accessibility-related accommodations or questions, contact Disabled Students Programs & Services at (714) 628-4860 or [DSPS@sccollege](mailto:DSPS@sccollege)

# JOIN THE CONVERSATION

**When: Tuesday,  
March 26th @ 1:30 PM**  
**Where: Student Lounge, T107**

**Facilitator: Professor Shereen Siddiqui**  
**Facilitating: Something about the "F Word"**

Free Food (first come, first serve)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: May 28, 2019
Re:	Amendment to the Original Docket Item Professional Services Agreement with Solomon Law APC for Investigative Services	
Action:	Request for Approval	

**BACKGROUND**

On March 11, 2019, the Board of Trustees approved the Professional Services Agreement for Solomon Law APC for assistance on evaluating complaints of discrimination, Title IX, harassment and other employee matters.

**ANALYSIS**

On the March 13, 2019, the request for approval of the professional services agreement noted the fiscal impact was listed as none. For fiscal transparency the fiscal impact is based on utilization, the hourly rate for services provided by Solomon Law APC is estimated at \$315.00 per hour. The administration recommends a fiscal impact based on utilization.

These services will be funded by the Human Resources budget.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the amendment to the original docket item on professional services agreement with Solomon Law APC for investigative services with a fiscal impact based on utilization.

Fiscal Impact: Based on Utilization	Board Date: May 28, 2019
Item Prepared by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: May 28, 2019
Re:	Approval of a Professional Services Agreement with Nicole Miller & Associates, Inc. for Investigative Services	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District periodically has required assistance with specialized safety and security issues and on investigations with complaints such as Title V, Title IX and other personnel related matters. The Alliance of Schools for Cooperative Insurance Programs (ASCIP), the district's property and liability insurance administrator, recommends Nicole Miller & Associates, Inc. as the company to assist its member with these issues.

**ANALYSIS**

Nicole Miller & Associates, Inc. has been providing specialized consulting services to school districts, community colleges, and county offices of education for the past 11 years.

The term of this agreement is for the period of July 1, 2019, through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board of Trustees approve of the Professional Services Agreement with Nicole Miller & Associates, Inc., as presented.

Fiscal Impact: Based on Utilization	Board Date: May 28, 2019
Item Prepared by: Elvia Garcia, Assistant to the Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Nicole Miller & Associates, Inc, having its principal business address located at 905 Calle Negocio, #74182, San Clemente, CA 92673 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - a. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - b. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - c. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

- d. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
- e. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages.
- f. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- g. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

#### 4. Payment.

- a. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- b. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- c. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- d. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent

(7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.



- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

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

With a copy to: (District Department Responsible for Contract)

Tracie Green  
Vice Chancellor of Human Resource  
2323 N. Broadway  
Santa Ana, Ca 92706  
(714) 480-7489; green\_tracie@rscsd.edu

Contractor: Nicole Miller  
905 Calle Negocio  
San Clemente, CA 92673

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text thereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

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

CONTRACTO

BY: \_\_\_\_\_  
Nicole Miller  
Owner, Nicole Miller & Associates, Inc.

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

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Contractor will provide specialized security and investigative services on an as-needed basis per the following fee schedule.

Service Type	Hourly Rate
<b>INVESTIGATIVE SERVICES</b>	<b>\$150.00</b>
Investigations	
Pre-employment and employment background checks	
Residency verifications	
Witness locating	
School Board Presentations	
Social Media and Online Research	
<b>SAFETY &amp; SECURITY SERVICES</b>	<b>\$150.00</b>
Trainings (Violence in the Workplace; Tactical Search; Armed Shooter Response; Enhanced Situational Awareness)	
School Site Security Audits (CPTED)	
Emergency Management Tabletop and Site Exercises	
Security Assessments (Red Team; Risk and Vulnerability; Threat) Covert	
Mobile / Foot Surveillance and Counter Surveillance Detection Special	
Event Safety and Security Risk Planning	
Special Event Operational Security Management	
Executive Protection	
Electronic Security / Surveillance System Audits	
Emergency Planning Evaluations	

#### **OTHER TERMS**

- Round trip mileage from the Nicole Miller & Associates office to a work site is charged at the standard IRS mileage rate of 55 cents per mile.
- There are no mark-up charges for materials, supplies, travel expenses, etc., over the actual cost. All receipts will be provided.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: May 28, 2019
Re:	Collective Bargaining Agreement between the Rancho Santiago Community College District and CSEA Chapter 888 (Child Development Teachers)	
Action:	Request for Approval	

**BACKGROUND**

Negotiations between the District and CSEA Chapter 888 have been completed. The proposed agreement is now presented to the Board of Trustees for approval.

**ANALYSIS**

The fiscal implications of the proposed contract are presented on the attached disclosure form.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the collective bargaining agreement between RSCCD and CSEA Chapter 888 for the period of July 1, 2018 through June 30, 2021.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: May 28, 2019
Item Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS RSCCD CDC, CHAPTER 888 (CSEA)  
TO THE  
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (THE DISTRICT)  
Successor Contract 2018-2021  
May 1, 2019

**The District agrees to change all references of employees (member, employee, classified employee, contract employee, etc.) to “unit member”.**

ARTICLE 6 – ASSOCIATION RIGHTS

**6.1 The District agrees not to negotiate with any other organization in matters upon which CSEA is the exclusive representative and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations. There shall be no reprisal or retaliation against any Bargaining Unit employee for the exercise of any rights granted to them under the provision of this agreement.**

**6.10 Job Stewards**

**The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among unit members in the unit. It is agreed that the purpose of appointing such representatives is to promote an effective relationship between the District and unit members by helping to settle problems at the lowest level of supervision.**

**6.10.1 CSEA reserves the right to designate the number and method of selection of Job Stewards. One steward shall be designated by CSEA as Grievance Chairperson. CSEA shall provide the District with an up-to-date list of the names of the Job Stewards.**

**6.10.2 Job Stewards may schedule up to 4 hours each week to discuss possible grievances with unit employees or CSEA or to represent unit employees relative to the rights afforded under this Agreement.**

**6.11 CSEA shall have the right to assign a representative to any hiring committees that pertains to the Child Development Program.**

ARTICLE 8 – WAGES AND HOURS



## 8.1

8.1.1 The salary schedule for ~~2018/2019~~ 2017/2018 shall be increased by ~~2.71%~~ 2% on schedule retroactive to July 1, ~~2018~~, 2017 and the District shall make a one-time off schedule payment of \$1650 to be paid before June 30, 2018.

## ARTICLE 11 - HEALTH AND WELFARE

### 11.5 Insurance Premiums

The portion of the premium paid by the District will be referred to as the District's actual cost. The base figure for each succeeding year will be the District's actual cost for the immediate preceding year. As of July 1, 2019 ~~July 1, 2018~~, the maximum District contribution based upon the table below is ~~\$19,320~~ \$16,320. **If the annual premium renewal rates represent an increase of more than 6%, the District and CSEA agree to immediately open negotiations on this article.**

## ARTICLE 14 – SAFETY

14.2 The District will provide (1) one annual First Aid/CPR trainings at no cost to employees. This training will be scheduled during a nonstudent day on the instructional calendar as determined by the district.

## ARTICLE 21 – PROFESSIONAL RESPONSIBILITY ASSIGNED PROFESSIONAL RESPONSIBILITY EVENTS AND WORKLOAD

### 21.1 Mandatory Assigned Professional Responsibility Events

21.1.1 The Association and the District agree to meet on or before the end of March ~~the final week of July~~ of each year in order to negotiate ~~two (2)~~ assigned events that members work outside of the traditional work day for each the following contract year. **Members will be assigned two (2) events from the list of events negotiated.** ~~If members are assigned to work additional assigned events, they shall be paid their regular hourly rate of pay for each additional event.~~ Members will be required to work up to 4 hours for each of these two events; **and will be paid at Beyond Contract Rate**

21.1.2 Members who cannot work their selected event(s) will be required to work an additional event(s) **from a list of events provided to unit members.** ~~selected by their administrator.~~

### 21.2 Workload

**21.2.1 Unit Members with a caseload of 6-10 children will have 3.5 hours per week of time without children for planning and assessment activities. Members with a caseload of 11-30 children will have 5 hours per week without children for planning and assessment activities, while members with a caseload of 31-50 children will have 7.5 hours per week without children for planning and assessment activities. If circumstances prevent a unit member from receiving this allotted time, management will make every effort to provide an alternative time to complete planning and assessment activities. If the workweek is reduced due to District holidays, this time will be prorated accordingly for all members.**

#### ARTICLE 23 – DURATION OF AGREEMENT

Except as otherwise indicated in 23.1 below, the provisions of this Agreement and its subsequent amendments shall be in effect from July 1, ~~2018~~ ~~2015~~ until June 30, ~~2021~~ ~~2018~~. The Association agrees to submit its initial proposal for a successor agreement or reopens no later than March 1 of each year. The District agrees to present its initial proposal no later than 30 days following the public hearing for the association's proposal. The Association and the District agree to begin negotiations following the public hearing of the District's proposal.

23.1 The Association and the District agree to the following limited reopener for 2019-20 ~~2016-17~~ and 2020-2021 ~~2017-18~~:

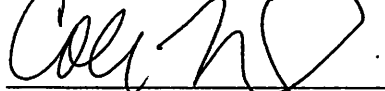
1. Wages, Article 8  
8.1.1, Salary
2. Health and Welfare, Article 11
3. No more than two articles to be specified by the Association.
4. No more than two articles to be specified by the District.

~~IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURES HERETO ON THIS 24 DAY OF July 2016.~~

DISTRICT: \_\_\_\_\_ ASSOCIATION:

**Signed on May 1, 2019**

California School Employees Association  
and its RSCCD CDC Chapter 888



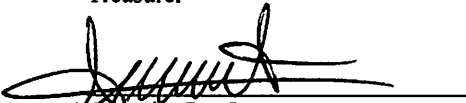
Colleen Mangali  
President



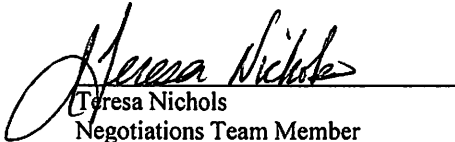
Catherine Candela  
Vice President




Lyn Racca  
Treasurer



Artemisa Paz-Lugo  
Past President

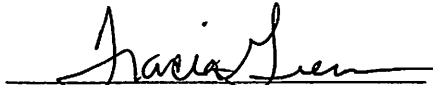


Teresa Nichols  
Negotiations Team Member

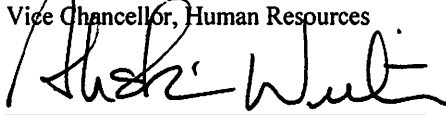


Matthew Phutisatayakul  
CSEA Labor Relations Representative

Rancho Santiago Community College District



Tracie Green  
Vice Chancellor, Human Resources



Alistair Winter  
Assistant Vice Chancellor, Human Resources

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

**Rancho Santiago Community College District**

Name of Bargaining Unit: CSEA Chapter 888

The proposed agreement covers the period beginning July 1, 2018 and ending June 30, 2021  
and will be acted upon by the Governing Board at its meeting on May 28, 2019

**A. Proposed Change in Compensation**

Compensation		Fiscal Impact of Proposed Agreement		
		Current Year 2018-2019	Year 2 2019-2020	Year 3 2020-2021
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-) \$22,152	\$22,975	\$0 TBD
2.	Salary Schedule Increase (Decrease)	Cost (+/-) \$44,684 2.710%	\$0 TBD %	\$0 TBD %
3.	Other Compensation - Increase(Decrease) (Stipends, Bonuses, Assigned Professional Events etc.) Fringe associated with Salary Schedule Increase (STRS Increase on current wages) FRINGE BENEFITS	Cost (+/-) \$0 \$29,047	\$0 \$7,715 TBD \$13,903	\$0 TBD
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-) \$15,814	\$7,483	\$0 TBD
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-) \$0	\$108,000	\$0 TBD
6.	Total Compensation - Increase  (Decrease) (Total Lines 1 - 5)	Cost (+/-) \$111,697	\$160,076	\$0 TBD
7.	Total Number of Represented Employees	36	36	36
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-) \$3,103 5.02%	\$4,447 > 7.19%	\$0 0.00%

Please include comments and explanations as necessary: Article 8 - Wages & Hours = The salary schedule for 2018/2019 shall be increased by 2.71% on schedule retroactive to July 1, 2018.

Article 11 - Health & Welfare = As of 07/01/2019, the maximum District contribution for annual insurance premiums increase from \$16,320 to \$19,320

Article 21 - Assigned Professional Responsibility Events = Members will be assigned two (2) events from the list of events negotiated. Members will be required to work up to 4 hours for each of these two events and will be paid at Beyond Contract Rate

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)**

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**C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?**

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**D. What contingency language is included in the proposed agreement (reopeners, etc.)?**

Article 23 - Duration of Agreement - (23.1) The Association and the District agree to the following limited reopener for 2019-2020 and 2020-2021:

1. Wages, Article 8 - 8.1.1, Salary
2. Health and Welfare, Article 11
3. No more than two articles to be specified by the Association
4. No more than two articles to be specified by the District.

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**E. Source of Funding for Proposed Agreement**

1. Current Year

Child development allocation, federal grant funds and fees.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Child development allocation, federal grant funds and fees.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

Child development allocation, federal grant funds and fees.

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

**3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No**

**G. Certification**

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>