

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, February 2, 2009
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

Rancho Santiago Community College District is a learning community. The college district and its colleges are committed to ensuring access and equity and to planning comprehensive educational opportunities throughout our communities. We will be global leaders in many fields, delivering cost-effective, innovative programs and services that are responsive to the diverse needs and interests of all students. We will be exceptionally sensitive and responsive to the economic and educational needs of our students and communities. The environment will be collegial and supportive for students, staff, and the communities we serve.

We will promote and extensively participate in partnerships with other educational providers, business, industry, and community groups. We will enhance our communities' cultural, educational, and economic well-being.

We will be a leader in the state in student success outcomes. Students who complete programs will be prepared for success in business, industry, careers, and all future educational endeavors. We will prepare students to embrace and engage the diversity of our global community and to assume leadership roles in their work and public lives.

AGENDA

1.0 PROCEDURAL MATTERS 4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Public Presentations

(Please complete a blue presentation form if you plan to make public comments. Speakers are asked to adhere to the guidelines listed on the back of the form – please state your name/address). The public is invited to address the board regarding issues directly related to the business of the district. Each speaker is allowed no more than three minutes. The board cannot debate or take action on issues not listed on the agenda.

1.4 Approval of Minutes – Regular meeting of January 12, 2009 Action

1.5 Approval of Consent Calendar Action

2.0 INFORMATIVE REPORTS

2.1 Report from the Chancellor

2.2 Report from Student Trustee

2.3 Report from President of Santa Ana College

2.4 Report from President of Santiago Canyon College

2.5 Reports from Student Presidents

2.6 Reports from Academic Senate Presidents

CLOSED SESSION

Personnel (GC 54957.6)

-Conference with labor negotiator (GC 54957.6) (Mr. John Didion will discuss the status of negotiations with CDCTA)

-Employees as listed on the Human Resources dockets

-Public Employee Discipline/Dismissal/Release (GC 54957)

-Evaluation of the Chancellor

RECONVENE

Issues discussed in Closed Session (Board President)

Public Presentations

(Please complete a blue presentation form if you plan to make public comments. Speakers are asked to adhere to the guidelines listed on the back of the form – please state your name/address). The public is invited to address the board regarding issues directly related to the business of the district. Each speaker is allowed no more than three minutes. The board cannot debate or take action on issues not listed on the agenda.

3.0 HUMAN RESOURCES

3.1 Approval of Academic Personnel Action

3.2 Approval of Classified Personnel Action

4.0 INSTRUCTION

4.1 Proposed Revisions for 2009-2010 Catalog – Santa Ana College Action
The administration recommends approval of the proposed revisions to the 2009-2010 SAC catalog.

4.2 Affiliation Agreement (NEW): Villa Esperanza Services – OTA Action
The administration recommends approval of this contract with Villa Esperanza Services in Pasadena, California.

4.3 Affiliation Agreement (NEW): USARC – OTA Action
The administration recommends approval of this contract with USARC in Big Bear Lake, California.

4.4 Affiliation Agreement (NEW): TLC XPress Pharmacy, Inc. – Pharmacy Technology Action
The administration recommends approval of this contract with TLC XPress Pharmacy, Inc. in Fountain Valley, California.

4.5 Santiago Canyon College Office of Financial Aid (on behalf of SAC & SCC) Agreement with ThreeForks, Inc. Action
The administration recommends approval of this consultation agreement with ThreeForks, Inc., in Morrison, Colorado.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

5.1 Payment of Bills Action
The administration recommends the payment of bills as submitted.

- 5.2 Award of Bid #1094/Diesel & Welding Lab Exhaust Upgrade Project at Santa Ana College Action
The administration recommends approval of awarding Bid #1094 to Anderson Air Conditioning in the amount of \$327,400 as presented.
- 5.3 Asbestos Testing, Analysis, and Abatement Monitoring – Time-and-Materials Contract Action
The administration recommends authorization be given to the chancellor or his designee to enter into an agreement with Executive Environmental Services Corporation for hazardous material abatement monitoring and testing through June 30, 2009, as presented.
- 5.4 Change Order #2: Geotechnical Observation & Testing Services – SCC Maintenance & Operations Building Action
The administration recommends approval of change order #2 for geotechnical observation and testing as presented.
- 5.5 Change Order #14: Bid #1051/SAC Classroom Building Action
The administration recommends approval of change order #14 with EMAE International, Inc. for Bid #1051 for construction of the Classroom building and Maintenance & Operations building at Santa Ana College as presented.
- 5.6 Change Order #15: Bid #1051/SAC Maintenance & Operations Building Action
The administration recommends approval of change order #15 with EMAE International, Inc. for Bid #1051 for construction of the Classroom building and Maintenance & Operations building at Santa Ana College as presented.
- 5.7 DSA Inspection Services: Santa Ana College Classroom Building and Maintenance & Operations Building Action
The administration recommends approval of the extension of services for Johnston Inspections to provide DSA-mandated inspection services at SAC as presented.
- 5.8 Employee Payroll Time and Attendance System Action
The administration recommends approval of the purchase of the Orange County Department of Education's Time and Attendance Solution as presented.
- 5.9 Bid #1096/CNC Turning Center, Accessories and Installation Action
The administration recommends acceptance of the bid and approval of awarding Bid #1096 for CNC Turning Center, Accessories and Installation, to Haas Factory Outlet.

- 5.10 CMAS Contract to Playcraft Direct, Inc. Action
The administration recommends the board rescind the previously approved CMAS Contract #4-99-78-0006A with Miracle Recreation Equipment and approve the district's use of CMAS Contract #4-08-78-0043A, including renewals and extensions, to Playcraft Direct, Inc. as presented.

6.0 GENERAL

- 6.1 Resource Development Items for Approval Action
The administration recommends that the board approve the budgets and authorize the chancellor or his designee to enter into related contractual agreements on behalf of the district:
- | | |
|---|-------------|
| - Disabled Students Programs and Services (DSPS) (SAC) | \$1,913,252 |
| - Enrollment Growth for Nursing ADN Programs –
<i>Augmentation</i> (SAC) | \$ 108,087 |
| - Job Development, Training and Placement Program for the
Disabled – Workability III – <i>Augmentation</i> (SAC) | \$ 24,292 |
| - Matriculation Non-Credit (DO/SAC/SCC) | \$2,904,654 |
| - WIA II – Adult Basic Education (SAC/SCC) | \$3,196,752 |
- 6.2 Sub-award Agreements for GEAR UP III (Year 4): Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine Action
The administration recommends approval of the sub-award agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the sub-award agreements.
- 6.3 Sub-award Agreements: Tech Prep Consortium Action
The administration recommends approval of the sub-award agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the sub-award agreements.
- 6.4 Resolution No. 09-02: Santa Ana Empowerment Corporation Action
The administration recommends approval of Resolution No. 09-02 that authorizes submission of a proposal to apply for a grant from the Santa Ana Empowerment Corporation for fiscal year 2008/09.
- 6.5 Community College League of California (CCCT) Board Election – 2009 Action
From January 1 through February 15, 2009, nominations for membership on the CCCT board will be accepted in the League office. Nominations are to be made by a member district board of trustees, and each district may nominate only members of its board. Only one trustee per district may serve on the board.

6.6 Board Member Comments

Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on February 23, 2009.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 North Broadway, Room #107
Santa Ana, California 92706

Monday, January 12, 2009

MINUTES OF REGULAR MEETING
BOARD OF TRUSTEES

The meeting was called to order at 4:31 p.m. by Dr. David Chapel. Other members present were Mr. Brian Conley, Mr. Paul Garcia, Mr. John Hanna, Mr. Mark McLoughlin, and Mr. Phillip Yarbrough.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Eddie Hernandez, Jr., Dr. Erlinda Martinez, and Mr. Juan Vázquez. Ms. Anita Lucarelli was present as record keeper.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mr. Alex Flores, Student President at Santa Ana College.

PUBLIC PRESENTATIONS

There were no public presentations.

APPROVAL OF MINUTES

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the minutes of the meeting held December 8, 2008, with the correction of Mr. Paul Garcia in attendance and the following correction (read into the record by Mr. Hanna):

“Mr. Hanna also completed a NIMS/SIMS training course at the conference and received a certificate of completion. He was informed at the conference that all trustees must complete this course. Mr. Hanna asked the chancellor to confirm this and work out arrangements so other board members could take the class and obtain their required certificate.”

CONSIDERATION OF THE CONSENT CALENDAR

It was moved by Mr. Conley, seconded by Mr. Yarbrough, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar:

Affiliation Agreement Amendment (RENEWAL): County of Orange - Criminal Justice Academies

The board approved this amendment with the County of Orange in Orange, California.

CONSIDERATION OF THE CONSENT CALENDAR - (cont.)

Affiliation Agreement: QuickCAPTION – Santa Ana College/Santiago Canyon College

The board approved this agreement with QuickCAPTION for real time computer aided captioning services for the remainder of the 2008-09 academic year.

Clinical Affiliation Agreement for Nursing: Competent Care Home Health Nursing

The board approved this agreement with Competent Care Home Health Nursing in Costa Mesa, California.

Payment of Bills

The board approved the payment of bills as submitted.

Budget Transfers and Budget Increases/Decreases

The board approved budget transfers, increases, and decreases during the months of July through November 2008.

Stale Dated Check Over Two Years Old

The board approved reissuing payroll check #00955367 to David R. Garcia issued on May 28, 2004, in the amount of \$522.48.

Change Order #1: Bid #1063/SCC Science Building – State Funded

The board ratified Change Order #1 for Bid #1063 as presented.

Change Order #12: Bid #1051/SAC Maintenance & Operations Building

The board ratified Change Order #12, EMAE International, Inc., for Bid #1051 for the construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College as presented.

Change Order #13: Bid #1051/SAC Classroom Building

The board approved Change Order #13, EMAE International, Inc. for Bid #1051 for the construction of Classroom and Maintenance & Operations Buildings at Santa Ana College as presented.

Lease: St. Peter Evangelical Lutheran Church

The board approved a lease with St. Peter Evangelical Lutheran Church for space to conduct child care services and authorized the chancellor or his designee to sign the lease.

Notice of Completion: Bid #1083/SAC Art Gallery Lighting Replacement

The board approved the Notice of Completion for the Art Gallery lighting replacement at Santa Ana College's C Building as presented.

CONSIDERATION OF THE CONSENT CALENDAR - (cont.)

Bid #1095: Santa Ana College Audio Visual Equipment and Installation

The board accepted the bid and awarded Bid #1095 to CCS Presentation Systems for Santa Ana College audio visual equipment and installation as presented.

Purchase Orders

The board approved the purchase order listing for the period November 16, 2008, through December 6, 2008.

Resource Development Items

The board approved the budgets and authorized the chancellor or his designee to enter into related contractual agreements on behalf of the district:

- California Mathematics Diagnostic Testing Project (SAC) \$ 28,420
- Disabled Student Programs and Services (DSPS) (SCC) \$480,204
- Entrepreneurship Career Pathways (YEP) – CITD (District) \$ 50,000
- Entrepreneurship Career Pathways (YEP) – SBDC (District) \$ 50,000
- State Preschool – Child Development Services (SAC) \$632,526
- UCI Graduate Student/Faculty Internship (SAC/SCC) \$ 25,000

Resolution No. 2009-01 – California Department of Education (CPRE-8242)

The board approved the resolution agreement with the California Department of Education and authorized the chancellor or his designee to sign contract documents for the 2008-2009 fiscal year.

INFORMATIVE REPORTS

Dr. Eddie Hernandez (Chancellor)

Dr. Hernandez stated that Items 5.3 (Non-Resident Tuition Fee for 2009-2010) and 5.5 (Pooled Money Investment Board [PMIB] Suspension of Interim Loans for State-funded General Obligation and Lease Revenue Bond Projects) were pulled from the Consent Calendar due to additional information received from the State Chancellor's Office on January 9. Revised copies of both items were distributed to board members.

Dr. Hernandez thanked representatives from the constituency groups for their support during the difficult budget process.

He reported that he and Mr. Hardash will be giving a presentation regarding budgeting in a multi-college district at the ACCCA meeting on January 16.

In spite of the reduction of intersession, Dr. Hernandez reported the colleges have met their enrollment goal and CAP projection. He explained that the colleges have proven to be cost efficient with fewer students taking more units. Dr. Hernandez thanked the college presidents,

deans, faculty, and department chairpersons for selection of classes offered during the spring semester.

Dr. Hernandez stated that the Board of Governors is expected to vote today on a facility construction list for a future state bond measure. The State Chancellors Office has placed SAC Science building and SCC Fine & Performing Arts building on the state project list for 50% state funding. He thanked staff for their work on making this possible.

Mr. Larry Labrado and Ms. Lisa Woolery arrived at this time.

Dr. Hernandez reported that last week he, Dr. Chapel, and Ms. Weidner attended the Orange County Legislative Task Force (OCLTF) meeting. Task Force members agreed their priority is to encourage legislators to approve a state budget.

In addition, he reported at the OCLTF meeting it was announced that a student rally will be held on January 27 in Pasadena. It is hopeful a student rally may be held at Santa Ana College at a future date.

Dr. Hernandez stated that the OCLTF website is currently under construction and plans to feature college links, photos, and legislation for advocacy purposes. The website will represent the Orange County community college districts, be maintained by South Orange County CCD. It is expected to be available soon.

In addition, Dr. Hernandez reported that discussion at the OCLTF meeting included environmental sustainability relating to construction projects and community colleges leading this new field of education.

Dr. Hernandez extended birthday wishes to Ms. Woolery.

Mr. Paul Garcia (Student Trustee)

Mr. Garcia thanked the chancellor for providing answers to his questions regarding the textbook price guarantee offered by the colleges, update on the textbook task force, and services provided to students interested in financial aid.

Students at Orange Education Center (OEC) and Centennial Education Center (CEC) have asked Mr. Garcia to research how non-credit students would be able to attain medical services on campus. Mr. Garcia explained that SAC and SCC students pay a health fee; therefore, have the opportunity to visit the health center at each campus and receive medical services. OEC and CEC students do not pay a health fee nor do they have a health center on campus.

Dr. Erlinda Martinez (President – Santa Ana College)

Although the instructional program was reduced by 15%, Dr. Martinez reported that enrollment figures have increased 1.6% from the previous spring semester. She commended staff for efficiency in selecting the courses offered. It appears there are fewer students taking more classes. Currently, SAC has 9,333 students enrolled and 350 students were dropped due to lack of tuition payment. The college did not record how many students were re-enrolled after fees were paid. It is projected that the college will meet CAP.

Dr. Martinez is using January as a time with staff to plan for new buildings and maintenance and landscaping projects.

Dr. Martinez updated the board on the standings of the men's and women's basketball teams and reported that SAC's wrestling team took second place in the state final competition.

Dr. Martinez discussed various upcoming events at Santa Ana College.

Mr. Juan Vázquez (President – Santiago Canyon College)

Although the instructional program was reduced by 15%, Mr. Vázquez reported that enrollment figures have increased approximately 1% from the previous spring semester. As of January 7, SCC has 6,994 students enrolled and 220 students were dropped due to lack of tuition payment. The college did not record how many students were re-enrolled after fees were paid. He indicated fewer students enrolled are taking more classes.

Mr. Vázquez invited board members to attend the softball field grand opening on January 28 at 2:30 p.m. and the game against San Diego City College at 3 p.m.

Dr. Chapel asked if class sizes had increased. Mr. Vázquez indicated last year the average class size was 22 to 23 students per class; this year the average class size is 28 to 32 students per class. Dr. Chapel asked if certain classes had restrictions on enrollment. Mr. Vázquez answered affirmatively.

Mr. Yarbrough commended the board and college presidents for their efforts in meeting CAP.

Mr. Hanna is pleased that students re-enrolled after being dropped for non-payment of tuition fees. He asked the college presidents if it is possible to track students who had been dropped and later returned to pay fees. Since the district is transitioning from one computer system to another, Dr. Martinez and Mr. Vázquez indicated the information is not currently available but is hopeful it will be accessible upon completion.

Mr. Hanna asked if the amount of uncollected tuition fees had decreased. Mr. Hardash indicated \$1.6 million in uncollected tuition fees had decreased by approximately \$500,000. It is hopeful this amount will continue to decrease.

Ms. Tina Lam (Student President – Santiago Canyon College)

Ms. Lam was not in attendance.

Mr. Alejandro Flores (Student President – Santa Ana College)

Mr. Flores reported that students plan to attend the student rally in Pasadena on January 27 to advocate against cancellation of classes and budget reductions.

Upcoming plans include hosting a budget forum and a grand opening for the renovated student lounge.

Mr. Yarbrough asked Mr. Flores to keep him informed of opportunities to meet with students regarding the budget. In addition he asked Mr. Flores to keep the board informed of students' sentiments regarding budget reductions.

Mr. Morrie Barembaum (Academic Senate President – Santiago Canyon College)

Mr. Barembaum reported the senate has not met during the holiday break but plans to meet again at the spring retreat on February 4.

Mr. Raymond Hicks (Academic Senate President – Santa Ana College)

Mr. Hicks reported the senate has not met during the holiday break but faculty is aware of the budget situation.

Mr. Hicks stated that SAC served as the host college for the National Association of Community College Entrepreneurs held last week at the Anaheim Hilton Hotel. Twelve representatives from the district were able to attend the conference and plan to meet to share ideas.

CLOSED SESSION

It was agreed to adjourn to closed session at 5:07 p.m.

RECONVENE

The board reconvened at 6:08 p.m.

Dr. Chapel announced that the board discussed personnel items including contract negotiations, employees as listed on the Human Resources dockets, public employee discipline/dismissal/release, and the chancellor's evaluation during closed session.

PUBLIC PRESENTATIONS

There were no public presentations.

APPROVAL OF ACADEMIC PERSONNEL

It was moved by Ms. Woolery, seconded by Mr. Labrado, and carried unanimously to approve the academic personnel docket with the revised page and attached addendum.

APPROVAL OF CLASSIFIED PERSONNEL

It was moved by Ms. Woolery, seconded by Mr. Labrado, and carried unanimously to approve the classified personnel docket with the attached addendum.

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CONTINUING EDUCATION FACULTY ASSOCIATION (CEFA)

It was moved by Ms. Woolery, seconded by Mr. Labrado, and carried unanimously to approve amendments to the collective bargaining agreement with the Continuing Education Faculty Association.

BOARD TRAVEL/CONFERENCES

It was moved by Ms. Woolery and seconded by Mr. Conley to approve the submitted conferences and travel by board members. Ms. Woolery asked that her name be removed from the trip to Sacramento since she will not be attending the CCLC 2009 Annual Legislative Conference.

The motion carried unanimously to approve the submitted conferences and travel by board members.

NON-RESIDENT TUITION FEE FOR 2009-2010

It was moved by Mr. Labrado and seconded by Mr. Yarbrough to establish the non-resident tuition fee at \$190 per unit, the capital outlay fee at \$15 per unit, and the application fee at \$25 for 2009-2010 as presented. Dr. Hernandez explained that recent communication from the state necessitated a change in the amount of the fee. A revised copy of Item 5.3 was distributed.

The motion carried unanimously to establish the non-resident tuition fee at \$190 per unit, the capital outlay fee at \$15 per unit, and the application fee at \$25 for 2009-2010 as presented.

POOLED MONEY INVESTMENT BOARD (PMIB) SUSPENSION OF INTERIM LOANS FOR STATE-FUNDED GENERAL OBLIGATION AND LEASE REVENUE BOND PROJECTS

It was moved by Mr. Conley and seconded by Mr. Labrado to approve as revised the continuation of construction of Santiago Canyon College Science Center using Measure E funds until the PMIB funds the project with the understanding that RSCCD takes the risk that there is no guarantee if and when state funds will be made available in the future.

Dr. Hernandez indicated there was an error in the original item on the amount of money set aside for these projects. A revised copy of Item 5.5 was distributed. Dr. Hernandez explained the effect the PMIB suspension of interim loans for state-funded general obligation and lease revenue bond projects would have on district projects.

Mr. Hanna expressed support for the staff's recommendation. He indicated if construction stopped, litigation fees may be costly. He stated the board has made a commitment to the community to complete SCC's Science Building. Mr. Hanna does not support taking monies set aside for SAC projects to complete SCC's Science Building.

If the state approves \$8 million towards projects, Mr. Hanna asked for ideas of what the district is able to accomplish with this amount of money. He would like this information before board members' visit to Sacramento on January 24.

Ms. Woolery asked if the district would be reimbursed the \$8 million when the state budget was stronger. Dr. Hernandez indicated it is hopeful the state will meet its commitment, but nothing is absolute. He stated the district did not enter contracts without a commitment from the state. If the state is unable to keep its commitment, the district would seek funding elsewhere. Dr. Hernandez encouraged board members to contact legislators and advocate on behalf of the district and its commitments. Ms. Woolery asked if plans had been considered if the district did not receive a reimbursement of these funds. Dr. Hernandez answered negatively but indicated future plans would be presented to the Board Facilities Committee.

Mr. Labrado asked that SCC's gymnasium be among projects given to legislators for the economic stimulus package.

The motion carried unanimously to approve as revised the continuation of construction of Santiago Canyon College Science Center using Measure E funds until the PMIB funds the project with the understanding that RSCCD takes the risk that there is no guarantee if and when state funds will be made available in the future.

BUDGET UPDATE

Dr. Hernandez introduced Mr. Hardash who gave a presentation on the most recent budget information.

Mr. Hardash reported the governor's staff presented the governor's proposed budget on December 31, 2008, although budget details were not released until January 9, 2009. The state budget's shortfall is currently anticipated to be approximately \$41.6 billion for the 2008-09 and 2009-10 years.

He reported the governor's budget proposal includes \$17.4 billion in expenditure reductions, \$14.3 billion in new taxes and fees, and \$9.7 billion new borrowing to balance the budget. In addition, the governor's budget proposal would reduce Proposition 98 funding for K-14 education by \$6.6 billion (\$7 to \$8 million for RSCCD) in 2008-2009. The proposed budget would allow K-14 districts to reduce their required reserves by half for 2008-09 and 2009-10. This would allow RSCCD to reduce its reserve by \$4.5 million; however, reserves are required to be reinstated by July 1, 2010.

Mr. Hardash stated the proposed budget would include deferment of the January/February 2009 apportionment until July 2009 (approximately \$6 million for RSCCD). In addition, the July apportionment would be deferred until October 2009 (approximately \$5 million for RSCCD).

Due to the apportionment deferral and lowering of required reserves, Mr. Hardash anticipates that other districts may have cash flow problems. RSCCD may be forced to borrow from internal funds and the O.C. Treasury. In addition, he anticipates there will be a substantial loss of interest earnings on cash reserves.

The governor's proposed budget for 2009-10 includes funding Proposition 98 at the same level as the reduced 2008-2009 level. The proposed budget includes 3% FTES growth funds for the community college system, suspension of mandated cost programs, and support for property tax backfill for community colleges; however, it does not include a cost of living allowance (COLA).

Mr. Hardash reported the governor proposes calling a special election in June 2009 for approval of the governor's proposed new revenues relating to mental health, early childhood, and lottery programs.

The legislative analyst's office (LAO) suggests larger cuts to K-14 categorical programs and less reliance on deferrals and the general apportionment fund. In addition, the LAO questions the legality of borrowing to balance the budget and recommends a special election sooner than June 2009.

Mr. Hardash reported the legislature's budget deal was presented to the governor on December 18, 2008. The governor vetoed the budget deal on January 6, 2009. The budget deal addressed \$18 billion of the anticipated \$41.6 billion shortfall and did not provide special protection for education.

Mr. Hardash anticipates that a balance of state taxes and expenditures will result in funding reductions of approximately \$12 to \$14 million to RSCCD over the next 17 months. Optimistically, RSCCD may expect a \$7 to \$8 million reduction in state funding for 2008-09 and 2009-10; pessimistically, RSCCD may expect a \$20+ million reduction in state funding for the same period.

Since it may be too late for mid-year budget reductions, Mr. Hardash anticipates most budget reductions will occur in 2009-10. Currently, district staff is evaluating personnel costs, consultant agreements, independent contractor agreements, memberships, leases/site costs, categorical programs, grant funded programs, travel budgets, business-related cell phone reimbursements, supply and equipment accounts, program and service staffing levels, and state-mandated obligation of full-time faculty.

Mr. Hardash indicated that state leadership is under pressure to adopt a budget since the state may deplete its general fund cash. He distributed a letter from the California State Controller that indicated the state may begin issuing registered warrants as IOUs as early as February 1, 2009.

RSCCD will continue to monitor action by the state legislature. Once action has been taken, RSCCD will evaluate the effects of the state budget, inform employees, and take appropriate action.

Mr. Garcia expressed concern over the unavailability of Cal Grants. Mr. Hardash indicated the district will continue issuing Cal Grants and is hopeful the state will reimburse its IOUs once the budget is passed. Dr. Hernandez stated there is risk involved that the state may not reimburse the district; the option is not to issue Cal Grants to students, but he is not willing to make that recommendation.

Mr. Hardash confirmed with Ms. Woolery that the district is reviewing every possibility of reducing the budget.

Mr. Yarbrough commented that although mid-year reductions are not mandatory, it appears the district may initiate mid-year budget reductions due to the 2009-10 anticipated shortfall. Discussion ensued regarding the ramifications of reducing the district's budget reserve.

Mr. Hanna asked if the state chancellor's office indicated it would grant waivers. Mr. Didion explained the dilemma that would be involved if waivers were granted and encouraged board members to contact legislators for assistance.

BOARD MEMBER COMMENTS

Mr. Hanna commended Coach Flo Luppani on the recent SAC women's basketball game. Although the team lost to Cypress College, they played well.

Mr. Hanna expressed disappointment upon learning of the arrest of two former SAC football players. He thanked the chancellor for forwarding the staff's evaluation of the circumstances. Mr. Hanna expressed concern over the following comment in the chancellor's email "*current information indicates that no action is needed since this was by all accounts a crime that took place off campus during a non-college sponsored event. Thus it is outside the district's disciplinary jurisdiction. The athletic directors and student services staff at both colleges agree with this conclusion.*"

After reviewing Board Policy 5201 (Standards of Student Conduct), Mr. Hanna felt the staff's evaluation was inconsistent with the policy due to limiting the offense to an occurrence on campus. In addition, he felt the policy may be inconsistent with state law since its language limits the sexual assault to students or college personnel. Mr. Hanna indicated current state law requires signed waivers for felonies of this nature. He asked for policies pertaining to the athletic/exercise science department's student athletic codes of conduct indicating that athletics is a privilege, not a right, and certain conduct on and off campus is required.

Mr. Hanna requested the Board Policy Committee review BP 5201 and the student code of conduct for the athletic/exercise science department. Mr. Conley indicated he would call a Board Policy Committee meeting to pursue this request.

Mr. Conley will be attending the CCLC Legislative Conference in Sacramento on January 24-26 and hopes to meet with legislators regarding the budget. Although he received tickets to the inauguration in Washington, D.C., he is unable to attend.

Mr. Labrado asked for an update on his prior request for the procedure a company takes to become a vendor.

Mr. Labrado indicated at the Board Facilities Committee meeting he requested a list of SAC projects to present to legislators during his Washington, D.C. visit in February as part of a stimulus package. He asked for a similar list for SCC projects.

Dr. Chapel reported that the OCLTF is researching ecological sustainability as a new educational opportunity. The OCLTF is working toward: 1) Developing curriculum that provides ecological awareness; 2) providing new careers in ecological sustainability; 3) creating public awareness of ecological sustainability; and 4) designing eco-friendly buildings. As board representative to OCLTF, Dr. Chapel will provide more information as made available.

NEXT MEETING

The next regular meeting of the Board of Trustees will be held on Monday, February 2, 2009, at the District Office, 2323 N. Broadway, Santa Ana, California.

ADJOURNMENT

There being no further business, Dr. Chapel declared this meeting adjourned at 7:10 p.m. in honor of Ms. Woolery's birthday.

Respectfully submitted,

Eddie Hernandez, Jr., Ed.D.
Chancellor

Approved: _____
Clerk of the Board

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
February 2, 2009**

FACULTYAdjusted Beyond Contract/Overload Rate for Temporary Employee (per E.C. 87470)

Sergio, Tiffany Effective: August 18, 2008
 Coordinator, Citizenship Hourly Rate: II-3 \$54.32/\$27.16
 Continuing Education Division/CEC
 Santa Ana College

Stipends

Adams, Richard Effective: February 2, 2009
 Associate Professor, English Amount: \$1,000.00
 Humanities and Social Sciences Division Reason: Curriculum Development (Grant)
 Santiago Canyon College

Babayan, Diana Effective: August 25, 2008
 Professor, ESL Amount: \$2,000.00
 Humanities and Social Sciences Division Reason: Program Facilitation (Grant)
 Santiago Canyon College

Babayan, Diana Effective: January 12, 2009
 Professor, ESL Amount: \$150.00
 Humanities and Social Sciences Division Reason: Assessment Workshop (Grant)
 Santiago Canyon College

Baldizon-Rios, Nena Effective: August 25, 2008
 Counselor Amount: \$1,000.00
 Counseling and Student Support Services Division Reason: Program Facilitation (Grant)
 Santiago Canyon College

Ball, Larry Effective: January 12, 2009
 Professor, Music Amount: \$150.00
 Library, Fine and Performing Arts, and Reason: Assessment Workshop (Grant)
 Communication Division
 Santiago Canyon College

FACULTY (CONT'D)

REVISED PAGE

Stipends (cont'd)

Cannon, Cari
Professor, Psychology
Humanities and Social Sciences Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Enriquez, Rosemarie
Professor, Exercise Science
Business, Math and Science Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Geissler, Joseph
Librarian
Library, Fine and Performing Arts, and
Communication Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Isbell, James
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Isbell, James
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: February 12, 2009
Amount: \$1,000.00
Reason: Curriculum Development (Grant)

Kosuth, Kathryn
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Kosuth, Kathryn
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: August 18, 2008
Amount: \$1,000.00
Reason: Curriculum Development (Grant)

Kosuth, Kathryn
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: February 2, 2009
Amount: \$1,000.00
Reason: Curriculum Development (Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Lennertz, William
Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$500.00
Reason: Assessment Workshop (Grant)

Perry, Janis
Counselor
Counseling and Student Support Services Division
Santiago Canyon College
Effective: August 25, 2008
Amount: \$1,000.00
Reason: Program Facilitation (Grant)

Perry, Janis
Counselor
Counseling and Student Support Services Division
Santiago Canyon College
Effective: February 2, 2009
Amount: \$1,000.00
Reason: Curriculum Development (Grant)

Quimzon, Eden
Assistant Professor, ESL
Continuing Education Division/OEC
Santiago Canyon College
Effective: August 25, 2008
Amount: \$2,000.00
Reason: Program Facilitation (Grant)

Roe, Maureen
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: August 25, 2008
Amount: \$2,000.00
Reason: Program Facilitation (Grant)

Roe, Maureen
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Roe, Maureen
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: February 2, 2009
Amount: \$2,000.00
Reason: Program Facilitation (Grant)

Shekarabi, Nooshan
Assistant Professor, Political Science
Humanities and Social Sciences Division
Santiago Canyon College
Effective: February 2, 2009
Amount: \$1,000.00
Reason: Curriculum Development (Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Sproat, Barbara
Librarian
Library, Fine and Performing Arts, and
Communication Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Taber, Alexander
Associate Professor, Economics
Humanities and Social Sciences Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$500.00
Reason: Assessment Workshop (Grant)

Umali-Kopp, Christine
Assistant Professor, Psychology
Humanities and Social Sciences Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Varela, Anita
Librarian
Library, Fine and Performing Arts, and
Communication Division
Santiago Canyon College
Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Varela, Anita
Librarian
Library, Fine and Performing Arts, and
Communication Division
Santiago Canyon College
Effective: February 2, 2009
Amount: \$1,000.00
Reason: Curriculum Development (Grant)

Williams, Alison
Assistant Professor, Math
Business, Math and Science Division
Santiago Canyon College
Effective: August 25, 2008
Amount: \$2,000.00
Reason: Program Facilitation (Grant)

Womack, Melinda
Professor, Communication
Library, Fine and Performing Arts, and
Communication Division
Santiago Canyon College
Effective: February 2, 2009
Amount: \$1,000.00
Reason: Curriculum Development (Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Wong, Lana
Librarian
Library, Fine and Performing Arts, and
Communication Division
Santiago Canyon College

Effective: January 12, 2009
Amount: \$150.00
Reason: Assessment Workshop (Grant)

Yorba, Joseph
Associate Professor, Math
Business, Math and Science Division
Santiago Canyon College

Effective: February 2, 2009
Amount: \$1,000.00
Reason: Curriculum Development (Grant)

Adjusted CEFA Part-time/Hourly Rate due to Column Change

Fedele, Stephen
Instructor, High School Subjects
Continuing Education Division
Santa Ana College

Effective: January 5, 2009
Hourly Rate: M-2 \$41.97

Part-time/Hourly Hires/Rehires

Aguilar, Aurea
Substitute Teacher, SAC Child Development Center
Child Development Services
District

Effective: January 7, 2009
Hourly Rate: \$17.50

Bardzik, Jeffrey
Instructor, Criminal Justice
Criminal Justice Academy
Human Services and Technology Division
Santa Ana College

Effective: February 3, 2009
Hourly Rate: I-3 \$51.73

Deer, Philip
Instructor, Fire Technology
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: February 2, 2009
Hourly Rate: II-3 \$54.32

FACULTY (CONT'D)

Part-time/Hourly Hires/Rehires (cont'd)

Dietrich, Joshua
Instructor, Criminal Justice
Criminal Justice Academy
Human Services and Technology Division
Santa Ana College

Effective: February 3, 2009
Hourly Rate: I-3 \$51.73

Henderson, Nancy
Instructor, English
Humanities and Social Sciences Division
Santa Ana College

Effective: February 5, 2009
Hourly Rate: II-3 \$54.32

Kiat-Floro, Joy
Instructor, Health Sciences/Nursing
Science and Mathematics Division
Santa Ana College

Effective: February 2, 2009
Hourly Rate: II-3 \$54.32

Lerner, Diana
Instructor, Health Sciences/Nursing
Science and Mathematics Division
Santa Ana College

Effective: February 9, 2009
Hourly Rate: I-3 \$51.73

Lug, Karyn
Instructor, Fire Technology
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: February 3, 2009
Hourly Rate: II-3 \$54.32

Newell, Jeffrey
Instructor, Fire Technology
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: December 5, 2008
Hourly Rate: I-3 \$51.73

Peirce, Joan
Instructor, Art (equivalency)
Fine and Performing Arts Division
Santa Ana College

Effective: February 5, 2009
Hourly Rate: I-3 \$51.73

FACULTY (CONT'D)

Part-time/Hourly Hires/Rehires (cont'd)

Ross, John
Instructor, Pharmacy
Human Services and Technology Division
Santa Ana College

Effective: February 9, 2009
Hourly Rate: I-3 \$51.73

Schreck, Merci
Instructor, Ethnic Studies
Humanities and Social Sciences Division
Santa Ana College

Effective: February 5, 2009
Hourly Rate: II-4 \$57.03

Vazquez, Mireya
Instructor, High School Subjects
Continuing Education Division
Santa Ana College

Effective: February 3, 2009
Hourly Rate: M-2 \$41.97

Yee, Edward
Instructor, Criminal Justice (equivalency)
Criminal Justice Academy
Human Services and Technology Division
Santa Ana College

Effective: February 3, 2009
Hourly Rate: I-3 \$51.73

Non-paid Instructors of Record

Carbajal, Carlos
Apprenticeship-Carpentry (equivalency)
Instructional Services and Career Education Division
Santiago Canyon College

Effective: February 3, 2009

Cragg, Chris
Instructor, Fire Technology (equivalency)
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: January 13, 2009

Lemoine, Thomas
Instructor, Fire Technology (equivalency)
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: January 13, 2009

FACULTY (CONT'D)

Non-paid Instructors of Record (cont'd)

O'Toole, Mike
Instructor, Fire Technology (equivalency)
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: January 13, 2009

Hudson, Timothy
Instructor, Fire Technology (equivalency)
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: January 13, 2009

Skibar, Carlos
Instructor, Fire Technology (equivalency)
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: January 13, 2009

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**ADDENDUM TO HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

February 2, 2009

FACULTY

Changes of Classification

**Abbey, Troy
Associate Professor, Exercise Science
Exercise Science, Health and Athletics Division
Santa Ana College**

**Effective: August 18, 2008
From: V
To: VI**

**Cuneo, Amy
Associate Professor, Math
Business, Math and Science Division
Santiago Canyon College**

**Effective: August 18, 2008
From: VI
To: VII**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

FEBRUARY 2, 2009

CLASSIFIEDLongevity Increments

Au, Lynn Financial Aid Computer Analyst/ SCC	Effective: February 1, 2009 Grade 13, Step 6 + 5%L \$5157
Cruz, Claudia Administrative Clerk/ Financial Aid/ SAC	Effective: February 1, 2009 Grade 10, Step 6 + 2.5%L + 1PG \$4389.67
Duenas, Veronica HR Tech./ District	Effective: March 1, 2009 Grade 11, Step 6 + 2.5%Bil + 2.5%L + 2PG \$4738.33
Galvan, Juana HS & Community Outreach Spec./ EOPS/ SCC	Effective: February 1, 2009 Grade 13, Step 6 + 5%L + 2.5%Bil \$5280
Garza, Andres Computer Operations Spec./ ITS/ District	Effective: February 1, 2009 Grade 15, Step 6 + 10%L + 5% SW + 2PG \$6365.33
Gitonga, Kanana Int'l Student Program Spec./ SAC	Effective: February 1, 2009 Grade 11, Step 6 + 2.5%L + 5PG \$4752.33
Gomez, Guillermo Technical Specialist III/ ITS/ SAC	Effective: March 1, 2009 Grade 17, Step 5 + 2.5%L \$6299
James, Gregg Contract Educ. Coord./ Ed. Services/ District	Effective: January 1, 2009 Grade 13, Step 6 + 2.5%L \$5034
Jimenez, Connie Lead Publications Assistant/Info. & Learning Ctr./ SAC	Effective: February 1, 2009 Grade 7, Step 6 + 2.5%L \$3841
Ruiz, Luisa Student Services Spec./ School of Continuing Educ./ SAC	Effective: January 1, 2009 Grade 10, Step 6 + 2.5%Bil + 2.5%L + 2PG \$4537.33

Professional Growth Increments

**Belmares, David
Technical Spec. I/ ITS/ SAC**

**Effective: March 1, 2009
Grade 13, Step 1 + 1PG \$3886.67**

**Diaz, Cynthia
Student Program Specialist/ Student
Services/ SAC**

**Effective: March 1, 2009
Grade 10, Step 3 + 2.5%Bil + 2PG
\$3841.33**

**Guevara, Angela
Success Center Spec./ Science & Math/
SAC**

**Effective: March 1, 2009
Grade 10, Step 6 + 6PG \$4492**

**Martinez, Christine
Library Tech II/ SCC**

**Effective: March 1, 2009
Grade 12, Step 3 + 3PG \$4156**

**Tse, Edna
Auxiliary Services Spec./ Orange
Education Center**

**Effective: March 1, 2009
Grade 10, Step 6 + 6PG \$4492**

**Vizthum, Sally
Administrative Secretary/ Publications/
SAC**

**Effective: March 1, 2009
Grade 12, Step 6 + 6PG \$4917**

**Vu, Ruby
Financial Aid Tech./ SCC**

**Effective: March 1, 2009
Grade 8, Step 1 + 2PG \$3134.33**

Temporary Assignment

**Sanchez, Salvador
Maintenance Utility Worker/ Admin.
Services/ SAC**

**Effective: 01/01/09 – 06/30/09
Grade 8, Step 4 + 5%SW + 7.5%L \$3979**

**Tapia, Manuel
Skilled Maintenance Worker/ Admin.
Services/ SAC**

**Effective: 02/02/09 – 06/30/09
Grade 11, Step 4 \$4020**

**Wright, Ruby
Student Services Specialist/ School of
Continuing Educ./ SAC**

**Effective: 01/01/09 – 06/30/09
Grade 10, Step 1 + 2.5%Bil \$3406**

Return to Regular Assignment

Salcedo, Jose
Publications Assistant/ Info. & Learning
Resource Ctr./ SAC

Effective: January 19, 2009
Grade 7, Step 6 + 2.5%L \$3841

Change in Department

Garcia, Maria
Facilities Coordinator
From: Admin. Services To: Academic
Affairs/ SAC

Effective: January 6, 2009
Grade 11, Step 6 + 7.5% L + 6PG
\$5006.67

Leave of Absence

Vu, Irene
Administrative Clerk/ Counseling/ SAC

Effective: 01/06/09 – 02/17/09
Reason: Maternity Leave

Separations

Sosa, Susana
Student Program Specialist/ Student
Services/ SAC

Effective: January 27, 2009
Reason: Resignation

**CLASSIFIED HOURLY
Professional Growth Increment**

Jimenez, Elizabeth
Counseling Assistant/ SCC

Effective: March 1, 2009
19 Hours/Week 12 Month
Grade 5, Step A + 3PG \$15.64/Hour +
\$62.50/Mo. PG

Rathod, Jishita
Instructional Assistant/ Science & Math/
SAC

Effective: March 1, 2009
Up to 19 Hours/Week School Session
Grade 5, Step A + 5PG(1250)
\$15.64/Hour + \$104.17/Mo. PG

Change in Position

Martin, Suzanne
Intermediate Clerk
From: Counseling/SAC To: EOPS/ SAC
Effective: December 1, 2008
19 Hours/Week 12 Mo.
Grade 5, Step A \$15.64/Hour

Temporary Assignment

Gonzalez, Gerardo A.
Publications Assistant/ Publications/ SAC
Effective: 07/01/08 – 02/01/09
19 Hours/Week 11 Month
Grade 5, Step A \$15.64/Hour

Return to Regular Assignment

Gonzalez, Gerardo A.
Instructional Assistant/ Info. & Learning
Resources/ SAC
Effective: February 2, 2009
19 Hours/Week 11 Month
Grade 5, Step A \$15.64/Hour

Nunez, Vincent
Publications Assistant/ Publications/ SAC
Effective: January 1, 2009
19 Hours/Week 12 Month
Grade 5, Step A \$15.64/Hour

Separations

Marquez, Lorena
Transfer Center Specialist/ Counseling/
SAC
Effective: January 15, 2009
Reason: Resignation

SHORT-TERM

Aguilar, Sapphira
Learning Facilitator/ Health Science/ SAC
Effective: 02/09/09 – 06/25/09

Gambino, Peter
Learning Assistant/ Counseling/ SCC
Effective: 02/03/09 – 04/03/09
04/13/09 – 06/06/09

Gonzalez, Manuel
Instructional Assistant/ Counseling/ SAC
Effective: 02/09/09 – 06/07/09

SHORT-TERM cont'd

Grower, Robin Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09
Gutierrez, Loren Cashier/ Auxiliary Services/ SAC	Effective: 02/03/09 – 02/28/09 04/12/09 – 05/30/09
Hicks, Devon Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09
Hoang, Hang Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09
Hoang, Oanh Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09
Hunter, Kristin Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09
Nguyen, Phuong M. Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09
Noval, Michelle Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09
O'Campo, Joanna Career Technician/ Special Services/ SAC	Effective: 02/03/09 – 06/30/09
Orozco, Vanessa Transfer Center Specialist/ Counseling/ SAC	Effective: 02/03/09 – 06/30/09
Quiroz, Sarah Admissions Assistant/ SCC	Effective: 02/03/09 – 06/30/09
Thomason, Cara Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09
Williams, Paul Learning Facilitator/ Health Science/ SAC	Effective: 02/09/09 – 06/25/09

Change in Short Term Assignment

Navarette, Luz
Instructional Assistant/ School of
Continuing Educ./ SAC

Effective: 01/12/09 – 06/30/09

Additional Hours for On Going Assignment

Ochoa, Lizeth
Counseling Assistant/ School of
Continuing Educ./ SAC

Effective: 12/11/08 – 06/30/09
Not to exceed 19 consecutive working days
in any given period.

Ramirez, Janette
Sr. Account Clerk/ Child Dev. Services/
District

Effective: 01/12/09 – 06/30/09
Not to exceed 19 consecutive working days
in any given period.

Vu, Quang
Test Proctor/ Educ. Services/ District

Effective: 01/01/09 – 06/30/09
Not to exceed 19 consecutive working days
in any given period.

Woodmas, Erin
General Office Clerk/ Health Science/ SAC

Effective: 12/19/08 – 01/13/09
Not to exceed 19 consecutive working days
in any given period.

Substitute Assignments

Aguilera, Francisco
Lifeguard/ Exercise Science/ SAC

Effective: 02/10/09 -06/30/09

Serratos, Manuel
Student Services Specialist/ School of
Continuing Educ./ SAC

Effective: 01/05/09 – 06/30/09

Woodward, Wenying
Model/ Fine & Performing Arts/ SAC

Effective: 02/09/09 – 06/30/09

MISCELLANEOUS POSITIONS

Cruz, Ana
Child Dev. Intern II/ Child Dev. Services/
SAC

Effective: 02/02/09 – 06/30/09

MISCELLANEOUS POSITIONS cont'd

Martinez de Perez, Antonia Child Dev. Intern II/ Child Dev. Services/ SAC	Effective: 02/02/09 – 06/30/09
Partridge, Robert Facility Planner II/ Facility & Planning/ District	Effective: 01/05/09 – 06/30/09
Phelan, Linda Model/ Fine & Performing Arts/ SCC	Effective: 02/09/09 – 06/30/09
Salcido, Denise Presenter III/ Workplace Learning Ctr./ District	Effective: 01/01/09 – 06/30/09
Woodward, Wenying Model/ Fine & Performing Arts/ SCC	Effective: 02/09/09 – 06/30/09

Instructional Associates/Associate Assistants

Criminal Justice Birozy, Andrew	Effective: 02/03/09
Boaz, Robert	Effective: 02/03/09
Moodie, David	Effective: 02/03/09
Walker, Logan	Effective: 02/03/09
Walker, Ronald	Effective: 02/03/09
Fire Technology Kosearas, Peter	Effective: 01/13/09
Exercise Science Devine, Raelynn	Effective: 02/09/09

COMMUNITY SERVICE PRESENTERS

Stipends Effective December 11, 2008 – January 10, 2009

Grant, Madeline	Amount: \$ 51.16
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COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective December 11, 2008 – January 10, 2009

Hogue, Tome	Amount: \$ 4,737.60
Larsen, JoEllen	Amount: \$ 266.92
Mack, Karen	Amount: \$ 225.85
Potter, John	Amount: \$ 360.00

VOLUNTEERS

Eligio, Derek Student Driver/ Exercise Science/ SAC	Effective: 02/03/09 – 06/30/09
Piraino, David Student Driver/ Exercise Science/ SAC	Effective: 02/03/09 – 06/30/09
Remigio, Alicia Student Driver/ Exercise Science/ SAC	Effective: 02/03/09 – 06/30/09

Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST

Arevalos, Rod	Effective: 01/26/09-06/30/09
Brown, Megan	Effective: 01/26/09-06/30/09
Chavez, Whitney	Effective: 01/05/09-06/30/09
Laursen, Weston	Effective: 01/26/09-06/30/09
McCoy, Christopher	Effective: 01/26/09-06/30/09
Mejia, Esmeralda	Effective: 02/09/09-06/30/09
Moodey, Claire	Effective: 01/26/09-06/30/09
Ray, Kyle	Effective: 01/26/09-06/30/09
Torrez, Jonathan	Effective: 01/05/09-06/30/09

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DOCKET

CLASSIFIED
FEBRUARY 2, 2009
ADDENDUM

CLASSIFIED
Separation

Lewis, Gloria

Effective: January 26, 2009
Reason: Resignation

SHORT TERM

Borsada, Dickson
Instructional Assistant/ Earth Science/ SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

Castrejon Velez, Elizabeth
Instructional Assistant/ Biology/ SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

Cole, Alec
Instructional Assistant/ Biology/ SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

Gallegos, Humberto
Learning Assistant/ Counseling/ SCC

Effective: 02/03/09 – 04/03/09
04/13/09 – 06/06/09

Goodman, Irene
Instructional Assistant/ Earth Science/ SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

Hager, Stephen
Instructional Assistant/ Biology/ SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

Huynh, Huan
Instructional Assistant/ Chemistry/ SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

Jensen, Ashley
Instructional Assistant/ Biology/ SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

Melendez, Nicole
Admissions & Records Spec I/ SCC

Rico, Anna
Instructional Assistant/ Biology/ SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

Change of Assignment

Brosada, Dickson
Learning Facilitator/ Tutoring Ctr./ SCC

Effective: 02/09/09 – 05/30/09

Donley, David
Learning Facilitator/ Tutoring Ctr./ SCC

Effective: 02/09/09 – 05/30/09

Goodman, Irene
Learning Facilitator/ Tutoring Ctr./ SCC

Effective: 02/09/09 – 05/30/09

Hafner, Susan
Learning Facilitator/ Tutoring Ctr./ SCC

Effective: 02/09/09 – 05/30/09

Melendez, Nicole
Admissions & Records Spec I/ SCC

Effective: 12/15/08 – 12/18/08

Rapoza, Jessica
Administrative Secretary/ Exercise Science/
SCC

Effective: 02/09/09 – 04/03/09
04/13/09 – 06/30/09

MISCELLANEOUS POSITIONS

Alderette, Xavier
Model/ Fine & Performing Arts/ SCC

Effective: 02/09/09 – 06/30/09

McKelvey, Cordero
Clerical Assistant I/ Bookstore/ SCC

Effective: 02/03/09 – 06/30/09

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date: February 2, 2009
Re:	Proposed Revisions for 2009-2010 Catalog	
Action:	Request for Action	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council. It includes Liberal Arts Degree changes; all of which will reflect 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 council, which 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 2009/10 catalog.

Fiscal Impact:	None	Board Date: February 2, 2009
Prepared by:	Norm Fujimoto, Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: January 20, 2009
TO: Erlinda J. Martinez, Ed. D., President
FROM: Shelly Jaffray & Brian Kehlenbach/Co-Chairs
RE: Proposed Revisions for 2009/2010 Catalog

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

The Curriculum & Instruction Council was co-chaired by Shelly Jaffray & Brian Kehlenbach, Designee, Academic Senate President. Membership included two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Support Services Assistant.

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

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

Liberal Arts Degree (0314)
Proposed Additional Area of Emphasis
Exercise Science and Wellness

PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS

SANTA ANA COLLEGE X
New _____ Revised X

TITLE Liberal Arts Degree (SAC 0314)

Liberal Arts Degree (SAC 0314)

II. Areas of Emphasis:

Proposed Additional Area of Emphasis:

Exercise Science and Wellness

These courses provide an understanding of exercise science, the mechanics of the human body, and the integration of behavior and communication in the promotion of a healthy lifestyle. Students will also demonstrate knowledge of a range of physical activities. This emphasis may be of interest to those planning to pursue careers in teaching, athletic training, coaching, nutrition, and dance.

a. Exercise Science and Movement (minimum 3 units)

Dance 100, 100H, 102, 203, 105; Exercise Science Health Education 101, 102, 104, 105, 106, 107, 120; Exercise Science, Intercollegiate Athletics 150, 160, 170, 180, 200; Exercise Science, Professional 121, 122, 125, 130, 140, 150, 160; Exercise Science, Sports Medicine 101, 150

b. Scientific and Nutrition Foundation (minimum 3 units)

Anthropology 101, 101L, Biology 109, 109H, 109L, 115, 139, 149, 159, 177, 200, 211, 212, 214, 217, 229, 239, 249, 259; Chemistry 109, 119, 209, 210, 219, 219H, 229; Environmental Studies 200; Interdisciplinary Studies 155; Nutrition & Food 065, 115, 116, 118; Physics 109, 210, 211, 217, 227, 237, 279, 289; Science 200

c. Behavioral Development, Communication, and Diversity (minimum 3 units)

Asian American Studies 101, Black Studies 101, Chicano Studies 101, Counseling 100, 107, 120, 124, 116, 150, 155; Ethnic Studies 101, Human Development 107; Psychology 100, 100H, 140, 157, 170, 200, 230, 240, 250; Sociology 100, 100H, 112, 140, 140H, 240; Speech Communication 101, 101H, 102, 103, 103H, 140, 145, 206, 206H; Women's Studies 101, 102, 201

d. Physical Activity (6 units selected from at least three different areas)

Dance 009, 020, 022, 025, 106A, 106B, 107, 108A, 108B, 109, 110, 111, 112, 113A, 113B, 115A, 115B, 116, 117, 118, 119A, 119B, 120, 121, 122, 123, 124, 130, 140, 201A, 201B, 202A, 202B, 204A, 204B, 205, 206A, 206B, 209, 210, 213, 214, 215A, 215B, 216, 218, 219A, 219B, 220, 221, 230, 232, 240A, 240B, 270, 296, 297, 298, 207;
Exercise Science Activities 107, 127, 130, 132, 140, 150, 155, 160, 169, 180, 185, 200, 210, 220, 226, 230, 235, 240, 245, 260, 265, 270, 280, 290, 292;
Exercise Science Adaptive Activities 201, 202, 205, 206, 208, 211, 220;
Exercise Science Aerobic Fitness 140, 143, 144, 146, 150, 152, 155, 156, 157, 160, 198; Exercise Science Aquatics 201, 204, 205, 206, 209;
Exercise Science Fitness 100, 101, 102, 108, 109, 110, 115, 116, 119, 120, 145, 147, 170;
Exercise Science Intercollegiate Athletics 124, 125, 126, 127, 128, 201, 201, 202, 203, 204, 205, 206, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 235;
Exercise Science Off-Season Activities 130, 132, 169, 210, 226, 230, 261, 262, 270, 280, 290

Additional units to be selected from a, b, or c above for a total of 18 units

ADMINISTRATOR SIGNATURE [Signature] DATE 11/20/08

DEPT CHAIR (SAC/SCC) _____ DATE _____

DEPT CHAIR (SAC/SCC) [Signature] DATE 11/18/08

SAC/SCC CURRICULUM COMMITTEE _____ COLLEGE CURRIC. COUNCIL _____

SAC/SCC CURRICULUM CHAIR/CO-CHAIR [Signature] DATE 11/18/08

DISTRICT CURRICULUM COUNCIL DATE _____

PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS

SANTA ANA COLLEGE X
New _____ Revised X _____

TITLE Liberal Arts Degree (SAC 0314)

2. Arts, Humanities & Communications

Humanities

.....History 101 or 101H, 102 or 102H, 150, 151, 153, 163,.....

4. Mathematics & Science

....Biology 109 or 109H, 109L, 115, 139, 149, 159, 177, 200, 211, 212, 214, 229, 239, 259; Chemistry 109, 119, 209, 210, 219 or 219H, 229, 249, 259:....

5. Social & Behavioral Sciences

...History 101 or 101H, 102 or 102H, 105, 118, 120 or 120H, 121 or 121H, 122, 123, 124 or 124H, 125, 127, 133, 146, 150, 151, 153, ~~160, 161~~, 163, 181,...

ADMINISTRATOR SIGNATURE Melinda August DATE 11-12-08
DEPT CHAIR (SAC/SCC) Caroline York DATE 11-12-08
DEPT CHAIR (SAC/SCC) _____ DATE _____
SAC/SCC CURRICULUM COMMITTEE _____ COLLEGE CURRIC. COUNCIL _____
SAC/SCC CURRICULUM CHAIR/CO/CHAIR Angela Brown-Kim DATE 11-12-08
DISTRICT CURRICULUM COUNCIL DATE _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Services and Technology Division**

To: Board of Trustees	Date: February 02, 2009
Re: Affiliation Agreement (NEW): Villa Esperanza Services – OTA	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Villa Esperanza Services in Pasadena, California.

Fiscal Impact: None	Board Date: February 02, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 3rd day of February, 2009 by and between **Villa Esperanza Services**, hereinafter called the Agency, and **Rancho Santiago Community College District**, on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

The District shall carry Workmen's Compensation Insurance on students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability 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.

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.

PART V.

STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.
- C. Occupational Therapy Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

864

District: Rancho Santiago Community College District

Agency: Villa Esperanza Services

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

Villa Esperanza Services
2116 East Villa Street
Pasadena, CA 91107

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Kelly L. White
C.O.O.

Date: _____

Date: _____

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

To: Board of Trustees	Date: February 02, 2009
Re: Affiliation Agreement (NEW): USARC – OTA	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) year or until termination by written notice of either party and has been reviewed by Interim Dean Bart Hoffman and the Santa Ana College program administrators, as well as the Contract Specialist. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with USARC in Big Bear Lake, California.

Fiscal Impact: None	Board Date: February 02, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

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

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

The District shall carry Workmen's Compensation Insurance on students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.

3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.
5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability 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.

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other part, 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 provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

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

Agency: USARC

 USARC
 P.O. Box 2897
 Big Bear Lake, CA 92315

 Peter J. Hardash
 Vice Chancellor
 Business Operations & Fiscal Services

 Tom Peirce
 Executive Director

Date: _____

Date: _____

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

To: Board of Trustees	Date: February 02, 2009
Re: Affiliation Agreement (NEW): TLC XPress Pharmacy, Inc. – Pharmacy Technology	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This new clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall remain in effect until terminated by either party. The agreement has been reviewed by Interim Dean Bart Hoffman and the Santa Ana College program administrators, as well as the Contracts Specialist. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with TLC XPress Pharmacy, Inc. in Fountain Valley, California.

Fiscal Impact:	None	Board Date: February 02, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

**STANDARD CLINICAL AFFILIATION AGREEMENT
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this 3rd day of February 2009 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and TLC XPress Pharmacy Inc ("Clinical Facility"), located at 10810 Warner Ave Suite #3 and #4, Fountain Valley, CA 92708

WHEREAS, District and Clinical Facility desire to contribute to community health education;

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

WHEREAS, District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable government agency;

WHEREAS, Clinical Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the clinical experience rotation of students of the College's Program.

For purposes of this Agreement, the following definitions shall apply:

"District" shall refer to the Rancho Santiago Community College District, its member Colleges, the District's Governing Board, and each of their trustees, employees, agents, representatives, successors and assigns;

"College" shall refer to Santa Ana College, and each of its employees, agents, representatives and assigns;

"Clinical Facility" shall refer to TLC XPress Pharmacy Inc, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

The "Program" shall refer to the Clinical training in health science programs as identified and described in this Agreement; and

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. **Clinical Experience Rotation.** Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. **Development of Curriculum.** College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.
3. **Exposure to Bloodborne Pathogens.** Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. **Applicable Procedure: Acceptance.** College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. **Nondiscrimination.** The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.
6. **Academic Year.** The academic year consists of Fall and Spring semesters, Summer session and Winter break intersession.
7. **Rotation Schedule.** The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

8. **Orientation.** Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
9. **Compliance With Clinical Facility Rules.** Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

In providing the students with the clinical rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, polices, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. **Confidentiality of Patient Records.** Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. **Clinical Instructor (College).** College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. **Clinical Advisor (Clinical Facility).** Although the Instructor assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
13. **Supervision of Students.** The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. **Removal of Students.** Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
15. **Patient Care.** Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and

competency to ensure safe and continuous health care during the term of this Agreement.

16. **Student Evaluation.** In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Instructor (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Instructor evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Instructor. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
17. **Ongoing Communication.** College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
18. **Materials.** College agrees to provide students with all educational material required during the clinical program.
19. **Access to Clinical Facility's Services/Facilities.** Clinical Facility agrees to provide students with access to the medical library, parking, lockers, food services and first aid where the Clinical Facility has those types of services/facilities available during its normal business hours.
20. **No Payments or Other Remuneration.** College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.
21. **No Right To Employment.** The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. **Insurance Carried by the District.** District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students

participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

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

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

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

24. **Student Health Records.** Any student participating in a rotation shall provide verification of annual T.B. screening. This record shall be maintained in the Department of Pharmacy Technology at the College.
25. **Student Medical Care.** To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. **Confidentiality of Student Records.** Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.
27. **Verification.** College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term

hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

28. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.
29. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. **Assignment.** Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. **Effective Date Termination.** This Agreement shall become effective February 3, 2009, and shall remain in effect until February 2, 2014, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. **Notices.** 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 by U.S. mail. 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. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:
TLC Xpress Pharmacy, Inc.
10810 Warner Avenue, Suite #3 & #4
Fountain Valley, CA 92708
ATTN: Kevin Q. Tran

To College:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: Pharmacy Technology

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

33. Accreditation. The Clinical Facility shall be accredited by the appropriate organization, i.e., the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, or the National Committee on Quality Assurance.
34. Adequate Facilities. The Agency shall have adequate facilities to carry out services that meet, when applicable for pharmacy technician extern training, the intent of the "American Society of Health-System Pharmacist (ASHP) Guidelines: Minimum Standard for Pharmacies in Institutions" or "ASHP Guidelines on Pharmaceutical Services for Ambulatory Patients".
35. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility
TLC Xpress Pharmacy, Inc.


**Rancho Santiago Community College
District**

By: _____

By: _____

Printed Name: Kevin Q. Tran
Title: Pharm.D
President

Printed Name: Peter J. Hardash
Title: Vice Chancellor
Business Operations & Fiscal Services

Date: _____

Date: _____

**Rancho Santiago Community College District
SPECIAL SERVICES DIVISION**

To: Board of Trustees	Date: February 2, 2009
Re: Santiago Canyon College Office of Financial Aid (on behalf of both SAC & SCC) agreement with ThreeForks, Inc.	
Action: Request for Approval	

BACKGROUND

The recently passed Higher Education Re-Authorization Act requires revamping of the whole federal financial aid process. This has resulted in a brand new Free Application for Federal Student Aid Program (FAFSA) for the 2009/2010 processing year. The federal changes for next year are moving forward while both SAC and SCC are conducting district-wide simulations and testing under this year's (2008/2009) regulations and FAFSA processing guidelines. The latest federal changes that will take place are very significant and call for a new communication module that will be able to deliver aid to students in a more transparent manner. Financial Aid staffs at SAC and SCC require assistance and consultation with implementation of Datatel/Colleague. While both colleges are poised to "go live" with Datatel in 2009/2010, the colleges must re-do the 2008/2009 set up, test it and "go live" on time. This is not possible without the guidance of a financial aid consulting firm that has comprehensive experience with the Datatel/Colleague product. Financial aid processing, as we know it today, will not be the same for 2009/2010, and we are in the process of retraining staff according to the new federal rules and regulations. In order to ensure that both staffs have the required financial aid training and consultancy available, we are requesting to engage financial aid experts at ThreeForks, Inc., who have extensive Datatel/Colleague experience. We will also require Process Mapping support from them to assist in documenting the current process as set up for 2008/2009 in order to make changes to 2009/2010 accordingly. It is essential that the colleges' financial aid staffs receive community college-specific advice for our multi-college environment. The consultants from ThreeForks, Inc. have this experience, and will assist to ensure that technical issues are resolved and successfully completed. Finally, the district's Vice Chancellor of Information Technology Services has reviewed and approved this proposed contract.

ANALYSIS

Formal agreements between the District and ThreeForks, Inc. will be necessary and paid out of Board Financial Aid Program (BFAP) Categorical Funding. To that end, a special consultation agreement has been developed for this purpose, which has been reviewed and approved by the District's contract specialist. Santiago Canyon College, on behalf of both colleges, proposes that the District enter into an agreement with ThreeForks, Inc. The agency is located in Morrison, CO.

RECOMMENDATION

It is recommended that the Board of Trustees approve the on-going consultation agreement with Threeforks, Inc.

Fiscal Impact:	\$36,000 (Categorical Funds)	Board Date: February 2, 2009
Prepared by:	Syed Rizvi, Associate Dean of Financial Aid John Hernandez, Ph.D., Vice President of Student Services, SCC	
Submitted by:	Juan Vazquez, President, Santiago Canyon College	
Recommended by:	Dr. Edward Hernandez, Jr., Chancellor	

SCC-09-001

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is entered into the 3, of February 2009 by and between RANCHO SANTIAGO COMMUNITY DISTRICT DISTRICT ("District") and ThreeForks, Inc., a Montana corporation ("ThreeForks"), in consideration of the mutual promises set forth below.

1. Description of Services; District Obligations. District engages ThreeForks to provide, and ThreeForks agrees to provide, the services to the District which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. District will provide the following support services for the benefit of ThreeForks: (a) data, access to systems and technical support necessary to complete the Services; and (b) access to members of District's staff as required to complete the Services. ThreeForks agrees to obtain the written approval of the District prior to commencement of any new projects or services beyond the scope of this Agreement.

2. Term. ThreeForks shall provide the Services commencing on or before May 29th, 2009. (the "Commencement Date") and continuing for the term as described in Appendix A.

3. Compensation.

a. ThreeForks shall be compensated by District at the rate set forth in Appendix A. District shall also reimburse ThreeForks for reasonable expenses incurred on District's behalf, including without limitation the following expenses: air fare, rental car, airport parking fees, hotel lodging and the IRS approved per diem rate for the area in which District is located. District shall pay ThreeForks within 30 calendar days after receipt of an invoice for Services rendered and expenses.

b. Unpaid fees and disbursements accrue interest at the maximum rate permitted by state law (non-compounded), but not exceeding 1½% per month from the beginning of the month in which they became overdue. ThreeForks will give District prompt notice if its account becomes delinquent, and District agrees to bring the account current. District agrees to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorneys' fees.

4. Ownership. Upon payment for Services rendered and expenses incurred, source code documentation and training materials relating to the Services shall become the property of District.

5. Independent Contractor status. The parties acknowledge and agree that ThreeForks is an independent contractor. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between District and ThreeForks. District shall not control or direct the details and means by which ThreeForks performs its work, except to the extent necessary to coordinate ThreeForks' work with other contributions to collective works and with the general requirements of projects assigned to ThreeForks.

ThreeForks shall determine the number of days and hours of its work and shall be solely liable for the wages, fringe benefits, work schedules, and work conditions of its partners or employees, if any

6. Authority. ThreeForks shall have no authority to bind, obligate or commit District by any promise or representation without the prior written approval of District.

7. Taxes. ThreeForks shall be responsible for and pay all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. ThreeForks shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums.

8. Termination of Agreement.

a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Section 2, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other 30 calendar days written notice.

b. On termination of this Agreement by District, ThreeForks will return District's papers and property promptly upon receipt of payment for outstanding fees and costs. District's termination of ThreeForks' services will not affect District's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.

9. Confidentiality. In consideration of its engagement with District and of the compensation paid to ThreeForks, ThreeForks agrees to the following conditions relating specifically to District's Confidential Information (as defined below):

a. Confidential Information includes, but is not limited to, all proprietary information of District such as: trade secrets; designs; drawings; specifications; computer programs; support materials; information regarding District's students, business operations and plans; or other records concerning District's finances, contracts, services or personnel.

b. ThreeForks shall respect the confidences of District and shall not at any time, during or after its relationship with District, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any Confidential Information that has been obtained as a result of the relationship with District.

c. ThreeForks shall take such steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and shall not disclose Confidential Information to others without the prior written consent of District. ThreeForks agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.

d. This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of its own. ThreeForks will report to District any and all unauthorized disclosures or uses of Confidential Information.

e. The following information of District shall not be considered Confidential information for purposes of this Agreement: (1) information known by ThreeForks when received; or (2) information lawfully obtainable from other sources.

10. Purchase of Third Party Elements; Compliance with Licenses. "Third Party Elements" means any hardware, software or services, other than the Services to be provided by ThreeForks under this Agreement, that are related to, required for or the subject of the Services to be completed by ThreeForks under this Agreement. District shall be responsible for procuring and purchasing any Third Party Elements. District represents and warrants to ThreeForks that District has (or shall have prior to the commencement of the Services) obtained the necessary licenses, consents, or approvals from third parties necessary for District's ownership and use of Third Party Elements and the performance of the Services by ThreeForks (collectively, the "District's Licenses"). District acknowledges and agrees that it is responsible for complying with the terms of District's Licenses and making sure the Services do not violate the District's Licenses or otherwise violate the rights of thirds parties.

11. No Warranties. THREEFORKS MAKES NO WARRANTIES RELATING TO THIRD PARTY ELEMENTS INCLUDED WITH THE SERVICES. THREEFORKS DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES OR SUCH THIRD PARTY ELEMENTS.

12. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THREEFORKS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THREEFORKS' TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURING IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT TO THREEFORKS.

13. Indemnification by ThreeForks. Subject to Section 12, ThreeForks agrees to defend, indemnify and hold harmless District, its Board of Trustees, employees and agents from any and all liability or loss suffered by them (including without limitation reasonable attorneys' fees) arising in any way out of ThreeForks' gross negligence in the performance of this Agreement.

14. Indemnification by District. District agrees to defend, indemnify and hold harmless ThreeForks, its directors, officers, employees and agents from any and all liability or

loss suffered by them (including without limitation reasonable attorneys' fees) arising in any way out of (a) District's failure to obtain or comply with the District's Licenses or (b) claims against ThreeForks by the owners of Third Party Elements in connection with ThreeForks' performance of the Services.

15. Entire Agreement. This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

16. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties.

17. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

18. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

20. Survival. The representations, warranties covenants and agreements of the parties to this Agreement shall survive terminate of this Agreement.

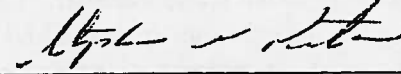
21. Third Party Servicer Disclaimer. The District acknowledges that ThreeForks, Inc is not, and shall not be deemed to be, a "third-party servicer" as that term is defined under 34 C.F.R. 668.25. None of the services provided by ThreeForks, Inc for District under this agreement shall be deemed to be administration of any aspect of the District's Federally Funded financial aid program. ThreeForks, Inc does not nor agree to be liable for, and hereby disclaims all liability for, any liability which District might have to the United States government, or any agency to the United States government under any Federally Funded financial aid program.

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

DISTRICT:

Threeforks, Inc.

By: _____
Printed Name: Peter J Hardash
Title: _____
Date: _____
Notice Address: _____

By: 
Printed Name: Stephen Peterson
Title: President
Date: January 23, 2009
Notice Address: PO Box 802
Morrison, CO 80465
FAX: (303) 932-8863

APPENDIX A

Project Assignments	Target Need Achieved for Payment Processing
<p>1. Fee Waivers:</p> <ul style="list-style-type: none"> • Fee Waivers- For BOGW Method "B" create an import process from CCC Apply to Datatel in RSCCD Train environment and upon successful testing guide us to immolate the same in Production environment. • Check for person match (NOT A STUDENT) in the system and in absence of a match create a person • Fee Waivers- For BOGW Method "C" create an automatic eligibility import process from Institutional Student Information Record (ISIR) to Datatel in RSCCD Train environment to waive students enrollment fee and upon successful testing guide us to immolate the same in Production environment. • Override any previously rejected Method "B" if the student is determine to be eligible for Method "C" BOGW • Cross check students from BOG "B" Download FA application • The above process will ensure the accuracy of MIS Data elements and reduce the errors for term and annual submissions. It will also drastically reduce wait time in BOGW fee waiver update into the system. • Creation of Student Basic records for MIS purposes by each campus they are reflecting their enrollment for. We have to ensure that all the students serviced by FA offices are accounted for in the SB record 	<p>Review Current Testing Plan with FA leads Attend Testing cycle in December 2008 to February 2009 to validate 2009-2010 processes for:</p> <ul style="list-style-type: none"> a. CCC Apply record mapping to Datatel b. Help us develop a batch process to sweep for new applications every few hours c. ISIR Load /Record Creation d. Fee Waiver Assignments e. Create a process for handling student to match with the admission application f. If a student does not exist in Datatel (if possible) create a process for handling student without matching admission application <p>Target Date for work completion – February 2009</p>

<p>2. Testing and Set up Help us test all the rules in RSCCD Train environment for 2008-2009 and 2009-2010 as pertains to recently passed <u>New Regulation Guidelines for Higher Education Act</u> and upon successful testing will guide us to Production set up</p> <ul style="list-style-type: none"> • Basic school set ups • Compliance transmission set up • Student Records Import/export protocol • Satisfactory Academic Progress (SAP) • Communications- Re do the whole set up due to complete overhaul of the Free Application of Federal Student Aid (FAFSA) • File review- Take our current process and translate it into Datatel under new regulatory guidelines • Awarding/Adjustments – Ensure proper set up to avoid/ minimize district liability of over awards • Disbursement- Check for all the set up for General ledger • Annual reports 	<p>Review Current Testing Plan with FA leads Attend Testing cycle in January to validate 2008-2009 and 2009-2010 processes for:</p> <ul style="list-style-type: none"> g. ISIR Load /Record Creation h. Communications Tracking i. Fee Waiver Assignments j. File Review k. Limited Reporting l. Packaging <p>Target Date for work completion – February 2009</p>
<p>3. Review Parameters</p> <ul style="list-style-type: none"> • Each campus has different parameters set up, consultant will review and assess them for accuracy • Provide us with a list of yearly set up procedures 	<p>Provide a detailed list of parameters which must be manually updated each year, and a calendar to schedule this update process.</p> <p>Annotate the guide for site specific items which are different for each campus.</p> <p>Target Date for work completion – February 2009</p>
<p>4. Patch Process Analysis</p> <ul style="list-style-type: none"> • Teach the FA leads how to review Datatel patch announcements and evaluate the "criticality" of patches vis a vi the current business needs. • Assist in developing a generalized format for Patch testing procedures and scheduling. 	<p>Review current outstanding Patches with staff and provide training on assessment of patches.</p> <p>Provide general background on how patches are announced, received, scheduled, applied, tested and promoted to production.</p> <p>Develop with FA lead staff tools to track patches and the current patch state of the FA modules of Colleague.</p> <p>Target Date for work completion – March 2009</p>

<p>5. Reports (Not Provided by Datatel)</p> <ul style="list-style-type: none"> • Fee waiver Related - Report by term posting, Report by rejects, report by data elements that were posted, comparison report if BOGB was overridden by BOGW 'C' • Flag duplicates • Create a person/record • Incomplete process/file status • Ready to review file • Valid for payment • Verification checking • Disbursement controls • Packaging report • Cal Grant report • Pell compliance reporting <p>Creation of report will entail crating views and training staff on maintenance</p>	<ol style="list-style-type: none"> 1) Develop Oracle Data Views – both annualized and general. 2) Create several views with Different tables so that we harvest multiple reports 3) Create Reports using Crystal Decisions or Microsoft access to facilitate the process of creating them. 4) Test reports using test system data. 5) Train FA leads on running the reports and scheduling as necessary. <p>Target Date for work completion – April 2009.</p>
<p>6. Assessment of our 2009 /2010 set up</p> <ul style="list-style-type: none"> • We have already done 2008-2009 set up and we need someone to look at it with a fine tooth comb to see if it make sense and identify any Gaps in our thought process • Review and help us create a business process flow chart to meet the needs of the campuses • Provide guidance for cross year set up 	<p>After the annual releases for Financial Aid have been installed into the Test and Production systems of Colleague, working with the Financial Aid Office technical staff and update the 2009-2010 parameters.</p> <p>Target Date for work completion April 2009.</p>
<p>7. Assist in the editing of Staff Training Workbook based on Fee waiver automation and new regulations.</p>	<p>The FA Leads will create the Staff Training Workbook.</p> <p>The consultant will review and selectively edit this document for factual correctness.</p> <p>Target date for work completion - May 2009 (Draft for initial staff training February 2009)</p>
<p>8. Go Live Support.</p>	<p>Provide on-call remote and on-site support for the early phases of going live: with regard to:</p> <ol style="list-style-type: none"> 1) Initial ISIR Loads 2) First Communication and document tracking 3) Needs analysis budget assignments 4) File review 5) Packaging. <p>Initial go live support March 2009 with follow-up throughout April and May 2009</p>



ThreeForks, Inc

P O. Box 802 • Morrison, CO 80465
(303) 601-1480 • tchnstopher@threeforks.com
IRS TPID - 20-4506620

December 1, 2008

Syed Rizvi,
Associate Dean of Financial Aid,
Rancho Santiago Community College District
8045 E. Chapman Ave
Orange, CA 92869

Dear Syed,

I would like to respond to your request for services, with a scope of work that we anticipate completing. The work would be completed as a project as required to support your implementation of Datatel/Colleague from the perspective of a Business Process Analyst to begin after Board Approval and continue through May 31, 2009- Within this period of time I will work with you, your staff, and members of the Datatel/Colleague Implementation team on the following tasks:

1. In light of the recent passage of Higher Education Act (HERA) I will be assisting you in re-assessing your current process mapping for 08-09 and recommending the changes to make it compliant for 09-10 standards.
2. In addition, I will support to assist you in documenting new changes so that you may ensure that you also establish similar processes successfully in Colleague.
3. I will assist and guide you and your staff in implementing the BOGW fee waiver processes for all the three methods (i.e. Method A, B & C).
4. I will assist you in creating a process to import BOGW data from CCCApply to Colleague.
5. Provide community college specific advice for MIS Data set-up for a multi-campus environment that your technical consultant may not understand.
6. Provide a detailed list of parameters which must be manually updated each year, and a calendar to schedule this update process.
7. Develop Oracle Data Views - both annualized and general to help ITS assist you in creating the necessary reports
8. Assist in between technical consulting visits to ensure that training and technical issues left unresolved are completed prior to the next technical visits to keep your implementation on track.
9. Provide managerial advice on office process reorganization to compliment your Colleague Implementation.
10. Initial go live support **March 2009** with follow-up throughout **April and May 2009**

The payment for entire project is broken down evenly into eight (8) sub- projects and I understand that we will be paid per project (\$4,500 each) upon completion.

The maximum total of this proposal will not exceed \$36000.00 regardless of the number of days it takes to complete the project

As you review the list of proposed items, if you have any questions or concerns, please feel free to contact me. I look forward to working with you and the members of the Financial Aid Staff

Sincerely,

Stephen G. Peterson
President
ThreeForks, Inc.

Check Registers Submitted for Approval

Checks Written for Period 01/05/09 thru 01/23/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
41970	General Fund Unrestricted	12,984.56	0.00	12,984.56	92*0216736	92*0216736
41971	General Fund Unrestricted	25,196.56	0.00	25,196.56	92*0216737	92*0216737
41973	General Fund Unrestricted	484.67	0.00	484.67	92*0216741	92*0216743
41975	General Fund Unrestricted	3,621.14	0.00	3,621.14	92*0216754	92*0216757
41976	General Fund Unrestricted	3,018.46	0.00	3,018.46	92*0216758	92*0216763
41979	General Fund Unrestricted	12,619.19	0.00	12,619.19	92*0216768	92*0216771
41980	General Fund Unrestricted	494.16	0.00	494.16	92*0216772	92*0216775
41981	General Fund Unrestricted	46.85	0.00	46.85	92*0216776	92*0216776
41984	General Fund Unrestricted	5,824.79	0.00	5,824.79	92*0216786	92*0216792
41985	General Fund Unrestricted	18,372.57	0.00	18,372.57	92*0216793	92*0216797
41986	General Fund Unrestricted	10,895.50	0.00	10,895.50	92*0216798	92*0216800
41988	General Fund Unrestricted	35,180.15	0.00	35,180.15	92*0216811	92*0216811
41990	General Fund Unrestricted	89,548.18	0.00	89,548.18	92*0216815	92*0216817
41997	General Fund Unrestricted	2,787.49	0.00	2,787.49	92*0216837	92*0216840
41998	General Fund Unrestricted	3,157.17	0.00	3,157.17	92*0216841	92*0216847
42001	General Fund Unrestricted	1,335,043.89	0.00	1,335,043.89	92*0216855	92*0216857
	Fidelity Security Life Insuran					
42003	General Fund Unrestricted	33,379.66	0.00	33,379.66	92*0216862	92*0216865
42004	General Fund Unrestricted	3,995.50	0.00	3,995.50	92*0216866	92*0216873
42005	General Fund Unrestricted	16,240.56	0.00	16,240.56	92*0216874	92*0216876
42007	General Fund Unrestricted	7,504.93	0.00	7,504.93	92*0216887	92*0216888
42008	General Fund Unrestricted	1,454.27	0.00	1,454.27	92*0216889	92*0216893
42009	General Fund Unrestricted	29,590.03	0.00	29,590.03	92*0216894	92*0216897
42010	General Fund Unrestricted	531.96	0.00	531.96	92*0216898	92*0216903
42011	General Fund Unrestricted	3,283.75	0.00	3,283.75	92*0216904	92*0216907
42013	General Fund Unrestricted	5,123.59	0.00	5,123.59	92*0216913	92*0216920
42014	General Fund Unrestricted	4,701.66	0.00	4,701.66	92*0216921	92*0216931
42020	General Fund Unrestricted	3,568.10	0.00	3,568.10	92*0216943	92*0216943
42021	General Fund Unrestricted	1,750.00	0.00	1,750.00	92*0216944	92*0216949
42022	General Fund Unrestricted	3,440.02	0.00	3,440.02	92*0216950	92*0216958
42023	General Fund Unrestricted	49,690.60	0.00	49,690.60	92*0216959	92*0216959
42024	General Fund Unrestricted	32,947.35	0.00	32,947.35	92*0216960	92*0216960
42025	General Fund Unrestricted	716.39	0.00	716.39	92*0216961	92*0216962
42027	General Fund Unrestricted	252.70	0.00	252.70	92*0216968	92*0216968
42028	General Fund Unrestricted	11,195.67	0.00	11,195.67	92*0216969	92*0216972
42030	General Fund Unrestricted	27,500.00	0.00	27,500.00	92*0216976	92*0216976
42031	General Fund Unrestricted	58,007.31	0.00	58,007.31	92*0216977	92*0216977
42034	General Fund Unrestricted	12,437.51	0.00	12,437.51	92*0216992	92*0216995

Check Registers Submitted for Approval

Checks Written for Period 01/05/09 thru 01/23/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42035	General Fund Unrestricted	2,188.49	0.00	2,188.49	92*0216997	92*0217001
42036	General Fund Unrestricted	13,049.15	0.00	13,049.15	92*0217002	92*0217003
42037	General Fund Unrestricted	100.00	0.00	100.00	92*0217005	92*0217005
42038	General Fund Unrestricted	20,550.18	0.00	20,550.18	92*0217007	92*0217007
42039	General Fund Unrestricted	846.91	0.00	846.91	92*0217008	92*0217017
42040	General Fund Unrestricted	10,460.31	0.00	10,460.31	92*0217018	92*0217020
42043	General Fund Unrestricted	22,809.00	0.00	22,809.00	92*0217029	92*0217029
42044	General Fund Unrestricted	7,274.75	0.00	7,274.75	92*0217030	92*0217036
42048	General Fund Unrestricted	10,106.56	0.00	10,106.56	92*0217070	92*0217072
42050	General Fund Unrestricted	998.76	0.00	998.76	92*0217076	92*0217077
42060	General Fund Unrestricted	153.94	0.00	153.94	92*0217127	92*0217127
42061	General Fund Unrestricted	11,551.33	0.00	11,551.33	92*0217128	92*0217131
42062	General Fund Unrestricted	4,065.67	0.00	4,065.67	92*0217132	92*0217134
42064	General Fund Unrestricted	19,745.50	0.00	19,745.50	92*0217140	92*0217141
42065	General Fund Unrestricted	37,418.63	0.00	37,418.63	92*0217142	92*0217142
42070	General Fund Unrestricted	25,067.23	0.00	25,067.23	92*0217147	92*0217147
42074	General Fund Unrestricted	2,100.00	0.00	2,100.00	92*0217152	92*0217155
42075	General Fund Unrestricted	10,803.30	0.00	10,803.30	92*0217156	92*0217159
42076	General Fund Unrestricted	4,989.94	0.00	4,989.94	92*0217160	92*0217165
42078	General Fund Unrestricted	2,993.35	0.00	2,993.35	92*0217168	92*0217171
42079	General Fund Unrestricted	1,458.64	0.00	1,458.64	92*0217172	92*0217176
42080	General Fund Unrestricted	2,203.80	0.00	2,203.80	92*0217177	92*0217185
42083	General Fund Unrestricted	500.00	0.00	500.00	92*0217204	92*0217205
42084	General Fund Unrestricted	1,180.00	0.00	1,180.00	92*0217206	92*0217206
42086	General Fund Unrestricted	1,446.63	0.00	1,446.63	92*0217214	92*0217215
42090	General Fund Unrestricted	2,507.29	0.00	2,507.29	92*0217230	92*0217231
42092	General Fund Unrestricted	3,219.73	0.00	3,219.73	92*0217236	92*0217246
42095	General Fund Unrestricted	630.93	0.00	630.93	92*0217269	92*0217269
42098	General Fund Unrestricted	10,137.22	0.00	10,137.22	92*0217279	92*0217287
42099	General Fund Unrestricted	761.97	0.00	761.97	92*0217288	92*0217289
42101	General Fund Unrestricted	3,492.97	0.00	3,492.97	92*0217292	92*0217299
42102	General Fund Unrestricted	4,740.00	0.00	4,740.00	92*0217300	92*0217302
42103	General Fund Unrestricted	8,300.60	0.00	8,300.60	92*0217303	92*0217304
42105	General Fund Unrestricted	4,376.75	0.00	4,376.75	92*0217308	92*0217316
42109	General Fund Unrestricted	65,472.50	0.00	65,472.50	92*0217354	92*0217354
42110	General Fund Unrestricted	7,282.58	0.00	7,282.58	92*0217355	92*0217358
42111	General Fund Unrestricted	33,387.57	0.00	33,387.57	92*0217359	92*0217364

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42112	General Fund Unrestricted	3,160.96	0.00	3,160.96	92*0217365	92*0217373
42113	General Fund Unrestricted	920.00	0.00	920.00	92*0217374	92*0217396
42114	General Fund Unrestricted	860.00	0.00	860.00	92*0217397	92*0217419
42115	General Fund Unrestricted	800.00	0.00	800.00	92*0217420	92*0217441
42116	General Fund Unrestricted	5,108.02	0.00	5,108.02	92*0217442	92*0217450
42118	General Fund Unrestricted	35,512.80	0.00	35,512.80	92*0217453	92*0217453
42119	General Fund Unrestricted	57,881.65	0.00	57,881.65	92*0217454	92*0217457
42120	General Fund Unrestricted	4,379.97	0.00	4,379.97	92*0217458	92*0217459
42121	General Fund Unrestricted	3,450.24	0.00	3,450.24	92*0217460	92*0217468
42123	General Fund Unrestricted	167,124.00	0.00	167,124.00	92*0217473	92*0217473

Orange County High School

Total Fund 11 General Fund Unrestricted	<u>2,504,156.71</u>	<u>0.00</u>	<u>2,504,156.71</u>
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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
41972	General Fund Restricted	1,472.51	0.00	1,472.51	92*0216738	92*0216740
41974	General Fund Restricted	815.30	0.00	815.30	92*0216744	92*0216753
41977	General Fund Restricted	4,257.38	0.00	4,257.38	92*0216764	92*0216766
41978	General Fund Restricted	11,250.00	0.00	11,250.00	92*0216767	92*0216767
41981	General Fund Restricted	227.75	0.00	227.75	92*0216777	92*0216778
41987	General Fund Restricted	3,052.64	0.00	3,052.64	92*0216801	92*0216810
41989	General Fund Restricted	401.95	0.00	401.95	92*0216812	92*0216814
41991	General Fund Restricted	1,177.81	0.00	1,177.81	92*0216818	92*0216823
41996	General Fund Restricted	20,207.83	0.00	20,207.83	92*0216836	92*0216836
41999	General Fund Restricted	1,239.58	0.00	1,239.58	92*0216848	92*0216851
42000	General Fund Restricted	3,518.44	0.00	3,518.44	92*0216852	92*0216854
42006	General Fund Restricted	5,018.25	0.00	5,018.25	92*0216877	92*0216886
42009	General Fund Restricted	1,148.28	0.00	1,148.28	92*0216895	92*0216896
42012	General Fund Restricted	3,236.87	0.00	3,236.87	92*0216908	92*0216912
42019	General Fund Restricted	5,013.12	0.00	5,013.12	92*0216942	92*0216942
42021	General Fund Restricted	1,500.00	0.00	1,500.00	92*0216947	92*0216947
42026	General Fund Restricted	5,548.33	0.00	5,548.33	92*0216963	92*0216967
42029	General Fund Restricted	2,117.93	0.00	2,117.93	92*0216973	92*0216975
42037	General Fund Restricted	1,024.50	0.00	1,024.50	92*0217004	92*0217006
42041	General Fund Restricted	1,457.38	0.00	1,457.38	92*0217021	92*0217024
42045	General Fund Restricted	22,800.00	0.00	22,800.00	92*0217037	92*0217055
42046	General Fund Restricted	2,292.67	0.00	2,292.67	92*0217056	92*0217065
42047	General Fund Restricted	1,674.00	0.00	1,674.00	92*0217066	92*0217069
42049	General Fund Restricted	713.67	0.00	713.67	92*0217073	92*0217075
42051	General Fund Restricted	24,406.37	0.00	24,406.37	92*0217078	92*0217086
42071	General Fund Restricted	15,785.00	0.00	15,785.00	92*0217148	92*0217148
42077	General Fund Restricted	657.84	0.00	657.84	92*0217166	92*0217167
42081	General Fund Restricted	510.35	0.00	510.35	92*0217186	92*0217188
42082	General Fund Restricted	7,500.00	0.00	7,500.00	92*0217189	92*0217203
42085	General Fund Restricted	637.82	0.00	637.82	92*0217207	92*0217213
42088	General Fund Restricted	4,031.64	0.00	4,031.64	92*0217218	92*0217221
42089	General Fund Restricted	567.77	0.00	567.77	92*0217222	92*0217229
42091	General Fund Restricted	877.01	0.00	877.01	92*0217232	92*0217235
42093	General Fund Restricted	3,645.00	0.00	3,645.00	92*0217247	92*0217255
42094	General Fund Restricted	4,455.00	0.00	4,455.00	92*0217256	92*0217266
42095	General Fund Restricted	2,122.87	0.00	2,122.87	92*0217267	92*0217270
42096	General Fund Restricted	891.35	0.00	891.35	92*0217271	92*0217272

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42097	General Fund Restricted	1,080.24	0.00	1,080.24	92*0217273	92*0217278
42100	General Fund Restricted	8,249.21	0.00	8,249.21	92*0217290	92*0217291
42102	General Fund Restricted	2,135.75	0.00	2,135.75	92*0217301	92*0217301
42106	General Fund Restricted	4,800.00	0.00	4,800.00	92*0217317	92*0217328
42107	General Fund Restricted	2,080.00	0.00	2,080.00	92*0217329	92*0217341
42108	General Fund Restricted	1,920.00	0.00	1,920.00	92*0217342	92*0217353
42113	General Fund Restricted	30.00	0.00	30.00	92*0217383	92*0217383
42114	General Fund Restricted	50.00	0.00	50.00	92*0217413	92*0217413
42115	General Fund Restricted	30.00	0.00	30.00	92*0217424	92*0217424
42117	General Fund Restricted	474.07	0.00	474.07	92*0217451	92*0217452
42122	General Fund Restricted	433.51	0.00	433.51	92*0217469	92*0217472
42124	General Fund Restricted	36,918.00	0.00	36,918.00	92*0217474	92*0217474
Total Fund 12 General Fund Restricted		225,454.99	0.00	225,454.99		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
41982	Child Development Fund	1,074.26	0.00	1,074.26	92*0216779	92*0216782
42002	Child Development Fund	1,421.04	0.00	1,421.04	92*0216858	92*0216861
42032	Child Development Fund	1,429.00	0.00	1,429.00	92*0216978	92*0216979
42042	Child Development Fund	1,550.00	0.00	1,550.00	92*0217025	92*0217028
42052	Child Development Fund	532.34	0.00	532.34	92*0217087	92*0217090
42063	Child Development Fund	3,467.33	0.00	3,467.33	92*0217135	92*0217139
42104	Child Development Fund	769.38	0.00	769.38	92*0217305	92*0217307
42125	Child Development Fund	1,374.66	0.00	1,374.66	92*0217475	92*0217478
42126	Child Development Fund	91.71	0.00	91.71	92*0217479	92*0217481
Total Fund 33 Child Development Fund		11,709.72	0.00	11,709.72		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
41992	Capital Outlay Projects Fund	470.82	0.00	470.82	92*0216824	92*0216824
42015	Capital Outlay Projects Fund	69,250.00	0.00	69,250.00	92*0216932	92*0216932
42016	Capital Outlay Projects Fund	39,124.00	0.00	39,124.00	92*0216933	92*0216935
42053	Capital Outlay Projects Fund	40,491.00	0.00	40,491.00	92*0217093	92*0217093
42054	Capital Outlay Projects Fund	46,351.89	0.00	46,351.89	92*0217094	92*0217095
42055	Capital Outlay Projects Fund	7,200.00	0.00	7,200.00	92*0217098	92*0217098
42067	Capital Outlay Projects Fund	61,175.00	0.00	61,175.00	92*0217144	92*0217144
42068	Capital Outlay Projects Fund	54,333.00	0.00	54,333.00	92*0217145	92*0217145
42072	Capital Outlay Projects Fund	17,500.29	0.00	17,500.29	92*0217149	92*0217149
42127	Capital Outlay Projects Fund	54,240.00	0.00	54,240.00	92*0217482	92*0217483
42128	Capital Outlay Projects Fund	6,451.51	0.00	6,451.51	92*0217484	92*0217484
42129	Capital Outlay Projects Fund	11,095.50	0.00	11,095.50	92*0217485	92*0217485
42132	Capital Outlay Projects Fund	500.00	0.00	500.00	92*0217489	92*0217489
Total Fund 41 Capital Outlay Projects Fu		408,183.01	0.00	408,183.01		

Check Registers Submitted for Approval
 Checks Written for Period 01/05/09 thru 01/23/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
41993	Bond Fund, Measure E	8,155.86	0.00	8,155.86	92*0216825	92*0216826
42017	Bond Fund, Measure E	74,053.99	0.00	74,053.99	92*0216936	92*0216938
42018	Bond Fund, Measure E	105,732.38	0.00	105,732.38	92*0216939	92*0216941
LPA Inc						
42056	Bond Fund, Measure E	30,336.34	0.00	30,336.34	92*0217099	92*0217102
42057	Bond Fund, Measure E	51,086.54	0.00	51,086.54	92*0217103	92*0217104
42069	Bond Fund, Measure E	32,328.94	0.00	32,328.94	92*0217146	92*0217146
42073	Bond Fund, Measure E	60,075.00	0.00	60,075.00	92*0217150	92*0217151
42130	Bond Fund, Measure E	11,095.50	0.00	11,095.50	92*0217486	92*0217486
42131	Bond Fund, Measure E	25,500.00	0.00	25,500.00	92*0217487	92*0217488
Total Fund 42 Bond Fund, Measure E		<u>398,364.55</u>	<u>0.00</u>	<u>398,364.55</u>		

Check Registers Submitted for Approval
Checks Written for Period 01/05/09 thru 01/23/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
41983	Property and Liability Fund	4,085.55	0.00	4,085.55	92*0216783	92*0216785
Total Fund 61 Property and Liability Fund		<u>4,085.55</u>	<u>0.00</u>	<u>4,085.55</u>		

<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>
41994	Workers' Compensation Fund	8,113.17	0.00	8,113.17	92*0216827	92*0216834
42066	Workers' Compensation Fund	548,844.00	0.00	548,844.00	92*0217143	92*0217143
ASCIP						
Total Fund 62 Workers' Compensation Fu		<u><u>556,957.17</u></u>	<u><u>0.00</u></u>	<u><u>556,957.17</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
41995	Student Financial Aid Fund	721.00	0.00	721.00	92*0216835	92*0216835
42033	Student Financial Aid Fund	13,266.00	0.00	13,266.00	92*0216980	92*0216991
42058	Student Financial Aid Fund	5,737.00	0.00	5,737.00	92*0217105	92*0217114
42059	Student Financial Aid Fund	7,232.00	0.00	7,232.00	92*0217115	92*0217126
42087	Student Financial Aid Fund	2,438.00	0.00	2,438.00	92*0217216	92*0217217
42133	Student Financial Aid Fund	24,350.00	0.00	24,350.00	92*0217490	92*0217491
Total Fund 74 Student Financial Aid Fund		53,744.00	0.00	53,744.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,504,156.71
Total Fund 12 General Fund Restricted	225,454.99
Total Fund 33 Child Development Fund	11,709.72
Total Fund 41 Capital Outlay Projects Fund	408,183.01
Total Fund 42 Bond Fund, Measure E	398,364.55
Total Fund 61 Property and Liability Fund	4,085.55
Total Fund 62 Workers' Compensation Fund	556,957.17
Total Fund 74 Student Financial Aid Fund	<u>53,744.00</u>
Grand Total:	<u><u>4,162,655.70</u></u>

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

To:	Board of Trustees	Date: February 2, 2009
Re:	Award of Bid #1094/Diesel & Welding Lab Exhaust Upgrade Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1094 for the Diesel & Welding Lab Exhaust Upgrade Project at Santa Ana College was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids for the project were opened on November 20, 2008. There were six (6) bidders. They ranged from \$327,400 to \$510,370. The apparent low bidder is Anderson Air Conditioning of Orange. It is recommended that the bid be awarded to the lowest responsive bidder.

Seville Construction Services, acting as construction manager provided a "due diligence" review of the lowest cost responsible bid. Anderson Air Conditioning holds the appropriate license, complied with the necessary bid bond requirements, and has no record of labor complaints. Reference checks were fair and Anderson Air Conditioning has performed other public works projects.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the award of Bid #1094 to Anderson Air Conditioning in the amount of \$327,400 as presented.

Fiscal Impact:	\$327,400.00	Board Date: February 2, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BID RESULTS

BID # 1094	PROJECT: SAC Diesel & Welding Lab Exhaust Upgrade		
DUE DATE: November 20, 2008			
BIDDERS:	DIESEL	WELDING	TOTAL BID AMOUNT
Anderson Air Conditioning 1872 North Case Street Orange, CA 92865-4233	\$217,300.00	\$110,100.00	\$327,400.00
Air Cleaning Systems 1966 West Holt Avenue Pomona, CA 91768	\$210,655.00	\$133,305.00	\$343,960.00
Horizon's Construction, Inc. 712 N, Valley Street, Suite G Anaheim, CA 92801	\$269,297.00	\$145,006.00	\$414,303.00
W. R. Robbins Co. 3038 Industry Street, #106 Oceanside, CA 92054-4871	\$238,000.00	\$182,000.00	\$420,000.00
EMAE International, Inc. General Contractors 13744 Milroy Place Santa Fe Springs, CA 90670-5131	\$279,000.00	\$186,000.00	\$465,000.00
Dalke & Sons, Inc. 4585 Allstate Drive Riverside, CA 92501-1701	\$310,890.00	\$199,480.00	\$510,370.00

5.2(2)

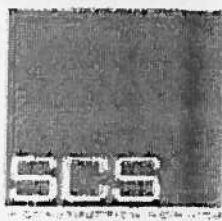
Odum, Darryl

From: Roger Banelos [rbanelos@scs-cs.com]
Sent: Wednesday, January 21, 2009 5:41 PM
To: Odum, Darryl
Subject: FW: SAC Diesel & Welding (1094) - Due Diligence Check: Anderson Air Conditioning - 1 of 2
Importance: High

Hi Darryl,

Please find below the completed due diligence review and do not hesitate to call should you have any questions. I will send you a separate email with Hugh's finding on the responsiveness of their bid using the dba.

Kind Regards,



Roger Banelos, MAOM
Project Director
Seville Construction Services, Inc.

Rancho Santiago Community College District
Construction Management Team
c/o Santiago Canyon College
8045 East Chapman Avenue
Orange, CA 92869

t. 714. 639. 9570
f. 714. 639. 0103
m. 714.686. 8121

www.scs-cs.com



> Design > Innovate > Build > Deliver

From: Roger Banelos
Sent: Monday, December 01, 2008 3:26 PM
To: Darryl Odum (odum_darryl@rscdd.org)
Cc: Alex Oviedo (Oviedo_Alex@rscdd.org); Alphonso Olmos
Subject: SAC Diesel & Welding (1094) - Due Diligence Check: Anderson Air Conditioning
Importance: High

Good Afternoon Darryl,

I have concluded the Due Diligence check of Anderson Air Conditioning regarding their bid for the SAC Diesel and Welding Lab Exhaust Project bid #1094 and overall their bid is responsive; pending final resolution of the inquiry from Air Cleaning Systems as to ACC's parent company AMS.

Background:

1) Anderson Air Conditioning

- a. Company – I spoke with Mitch Haynam (VP/GM) on Monday 11/24/08 and he confirmed that his bid was good, that they were looking forward to getting started, and that they had listed all the subcontractors they needed to (they have a C-10 license and will be self-performing the electrical), and that they will have the manpower to perform on the project.
- b. License – #894408 - Issued 4/13/07, Expires 4/30/09
 - i. Type of Licenses Held
 1. B – General Building Contractor
 2. C-10 Electrical
 3. C-20 Warm Air Heating, Ventilation and Air Conditioning
- c. Addendum #1 – Acknowledged in bid form.
- d. Bid Bond
 - i. Bonding Company – Federal Insurance Company
 1. Confirmed in Good Standing on 11/26/08 by Michael Youngblut with FIC – (301) 634-3982.
- e. Designation of Subcontractors
 - i. Crainco Inc. – Listed for crane services. License #743973 is correct and in good standing; expires 12/31/09.
 - ii. Letner Roofing – Listed for roofing. License #689961 is correct and in good standing; expires 6/30/10.
- f. Equipment / Material Source Information
 - i. Listed manufacturers are per plans and specifications: Plymovent, Nederman, and Greenheck.
- g. Claim and Litigation Check
 - i. A Google search at the Contractors State License Board website under “Anderson Air Conditioning Claims” and Anderson Air Conditioning Litigation” resulted in no findings.
 - ii. The Contractor also stated “No” to questions 15, 16, and 17 in the Information Required of Bidders provided with their bid regarding this topic.
- h. Reference Checks
 - i. Sunny Hills High School – Mr. Dave Hall (714) 738-4995 with Erickson Hall Construction Company, the CM on the listed project, on 11/25/08 stated that the work they performed was “fine, worked to their schedule, timely, their change orders were fair, and that overall had good quality and workmanship.”
 - ii. Walker Jr. High School – Mr. Darrel Ladir (714) 999-3581 with Anaheim Union High School District, on 11/25/08 stated that “their communication was OK, they stayed on track with schedule, had OK submittals, they did not have any issues with them and that overall it was positive to work with them.”
 - iii. La Serna High School District – Mr. Eric Neihouse (562) 698-8121x1514 with Whittier Union High School District, on 12/1/08 stated that “the quality of their work was fine, dealt with issues OK, delivered equipment on time, and overall they were fine.”
 - iv. Columbia Elementary – Mr. Atta Alsaleh with APM, CM Firm, (909) 305-2332 – I left a message for him on 11/25/08 at 9:49AM and again today 12/1/08 at 9:32AM.
 - v. El Toro High School – Mrs. Noemi ? (949) 586-1234x3250 – third contact provided and awaiting for Anderson Air Conditioning that this is the proper reference to contact; this should happen tomorrow 12/2/08.

Please call should you have any questions,

Kind Regards,

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

Page 1 of 2

To: Board of Trustees	Date: February 2, 2009
Re: Asbestos Testing, Analysis, and Abatement Monitoring – Time-and-Materials Contract	
Action: Request for Approval	

BACKGROUND:

Santa Ana College has a number of construction projects either in process, about to commence, or planned for the next year that will require asbestos abatement monitoring and/or analysis and periodic surveying for asbestos-containing materials.

Under California and Federal law, all testing, surveying and abatement monitoring must be performed by certified asbestos professionals. In addition, all sampling and documentation must be completed in strict compliance with 40CFR763 AHERA methodology.

ANALYSIS:

Due to the immediate need of several pending construction projects at Santa Ana College, as well as on-going renovation projects, the use of a time-and-materials contract will provide the flexibility needed by staff to perform asbestos related testing and monitoring services on an "if and as needed" basis.

Executive Environmental Services Corporation (EESC) is an international firm and has provided similar services for RSCCD in the past. EESC is recommended by ASCIP, our insurance carrier, and is the vendor of choice recommended by staff at Santa Ana College based upon their professional performance.

EESC provided the attached proposal dated January 13, 2009. As noted, EESC shall provide certified asbestos abatement management, monitoring, clearance testing for current projects as well as professional services for other projects on a time-and-materials basis through June 30, 2009.

For current projects at SAC, the estimated costs from EESC are as follows:

- Fire Alarm Replacement \$57,144

Please note, these costs are estimates only. Actual cost for services performed by EESC is based on the hourly rates and fees noted in their proposal, plus reimbursable expenses. This is not a fixed fee agreement.

RECOMMENDATION:

It is recommended that the Board of Trustees authorize the Chancellor or his designee to enter into an agreement with Executive Environmental Services Corp. for hazardous material abatement monitoring and testing through June 30, 2009, as presented.

Fiscal Impact:	Based upon hourly rates and Board Date: February 2, 2009 reimbursable expenses
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor



Executive Environmental SERVICES CORPORATION
QUALITY SERVICE WITH INTEGRITY

Los Angeles ♦ Oakland

January 13, 2009 (Revised)

Via fax (page 1 of 4)

Mr. Darryl Odum
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, California 92706-1640

Re: Revised EESC Proposal # 08-Z0307-P107R for Air Monitoring and Site Surveillance Activities at Santa Ana Community College

Dear Mr Odum:

Enclosed is our revised proposal to provide project oversight monitoring, attendance of project pre-construction meeting, final clearance monitoring at Santa Ana Community College. EESC will provide certified professionals to complete these services. This proposal includes services through the remainder of the project as described within.

Following completion of our field work a report will be generated. Our report will consist of a summary of findings, methods, and a concise discussion of results. The report will be delivered to you within 20 business days following receipt of laboratory analysis results. Currently, our lab is taking 10 business days to provide results.

The fee stated in our contract is an estimated cost. To keep the cost low, we charge for actual time and expenses incurred to complete the project. We make every effort to complete the project at or below the estimated amount and will notify you in advance if significant additional expenses will occur. If the project is completed in less time or with less laboratory expense than anticipated, the amount charged will be less.

To indicate your acceptance of this agreement, please sign and fax the attached proposal to my attention at (626) 441-0016.

If you have any questions, please contact me at (626) 441-7050.

Sincerely,

Rob Hill, CAC, CLP, OSHT, CSSD
Vice President

Enclosures



Executive Environmental SERVICES CORPORATION

QUALITY SERVICE WITH INTEGRITY

Los Angeles ♦ Oakland

REVISED CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (EESC Proposal # 08-Z0307-P107R) is made and entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, having its principal office at 2323 North Broadway, Room 112, Santa Ana, California 92706-1640 (the "CLIENT"), and EXECUTIVE ENVIRONMENTAL SERVICES CORPORATION, a California Corporation, whose principal place of business is located at 310 East Foothill Boulevard, Suite 200, Arcadia, California 91006 (the "COMPANY").

1. SCOPE OF SERVICES AND DELIVERABLES. The CLIENT hereby engages the COMPANY and the COMPANY hereby consents to being engaged by the CLIENT to:

<u>SCOPE OF SERVICE</u>	<u>TO BE DELIVERED</u>
(a) Complete in-progress air monitoring of containments in both Buildings R and L and during contractor's impact of ACCM materials in 10 other buildings.	(a) To be scheduled.
(b) Attend pre-construction and during-construction meetings with construction manager, abatement contractor, and college district officials. Discuss ongoing project parameters.	(b) To be scheduled.
(c) Complete final air clearance sampling and documentation according 40CFR763 AHERA methodology	(c) To be scheduled.
(d) Deliver the samples to an accredited participant in the National Voluntary Laboratory Accreditation Program (NVLAP); AIHA accreditation for analysis via AHERA TEM/PCM methodology. Some rush analysis may be required.	(d) To be scheduled.
(e) Cover letter to Mr Darryl Odum dated January 13, 2009.	(e) As required.
(f) Provide all personnel and tools to complete above tasks.	(f) To be scheduled.
(g) Provide written report of findings.	(g) Report to be provided within 20 business days following receipt of lab work.

2. **CLIENT SUPPORT** CLIENT agrees, in support of services rendered, the following:
- (a) Provide access to the CLIENT's premises, equipment, and personnel as needed to complete the services.
 - (b) Provide access and equipment to safely access heights.
 - (c) Provide electrical power to operate field equipment.
3. **FEES AND EXPENSES.** CLIENT shall compensate the COMPANY for Services provided hereunder at the then current hourly rate(s) for the disciplines performing the work and shall additionally reimburse the COMPANY for necessary expenses incurred by it in providing the Services, including, without limitation, travel, communication, computer utilization, laboratory fees and photo reproduction expenses in accordance with the COMPANY's standard policies or billing schedules. The revised cost of the agreed-to services is estimated at **fifty-seven thousand one hundred forty-four dollars (\$57,144.00).**


The CLIENT shall pay the COMPANY within fifteen (15) days of receipt by the CLIENT of the COMPANY'S invoice.

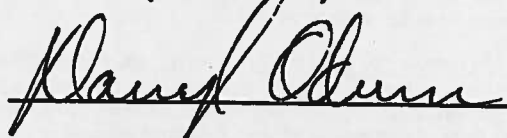
The CLIENT shall pay the COMPANY a service fee of 1.5% on all invoices not paid within Thirty (30) days of the date of the invoice.

This Consulting Services Agreement includes the Services Schedule set forth above and the attached Terms and Conditions. The parties have caused their respective duly authorized representatives to execute this Consulting Services Agreement as of January 13, 2009 (the "Effective Date").

**EXECUTIVE ENVIRONMENTAL SERVICES
CORPORATION
(The COMPANY)**

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
(The CLIENT)**

BY 
NAME Rob Hill
TITLE Vice President
DATE January 13, 2009
ADDRESS 310 East Foothill Boulevard
Suite 200
Arcadia, California 91006
PHONE: 626.441 7050
FAX: 626.441.0016

BY 
NAME Mr. Darryl Odum
TITLE RSCCD Construction Supervisor
DATE _____
Purchase Order No.. _____
(if Applicable)
ADDRESS 2323 North Broadway
Santa Ana, California 92706-1640
PHONE: 714.480.7513
FAX: 714.796.3910

TERMS AND CONDITIONS

1. TERM AND TERMINATION.

(a) Term. This Agreement shall be effective commencing on the Effective Date and shall continue in effect until the earlier of (i) the completion of the Services or (ii) termination pursuant to subsection (b) below.

(b) Termination. This Agreement may be terminated by either party with or without cause upon sixty (60) days prior written notice to the other party. All outstanding invoices are to be paid within ten (10) days of the termination date.

2. TAXES. The compensation provisions hereof do not include any applicable sales, service, use, ad valorem or personal property taxes arising out of the performance of the Services hereunder, all of which taxes are the sole liability of CLIENT

3. DISCLAIMER. All reports and recommendations are based on conditions and practices observed and information made available to the COMPANY by the CLIENT and the designated sites/facilities. Reports do not purport to set forth all hazards nor to indicate that other hazards do not exist. No responsibility is assumed by the COMPANY for the control or correction of conditions or practices existing at the facilities, or at any other premises surveyed by the COMPANY for and on behalf of the CLIENT. The COMPANY'S services shall be governed by the standard of practice for professional services measured as at the time those services are rendered.

4. INDEMNIFICATION. Except for breach of this Agreement or negligence of the COMPANY, the COMPANY shall have no liability to the CLIENT with respect to any loss or other damage suffered or incurred in connection with the services provided to the CLIENT under the provisions of this Agreement, and the CLIENT shall indemnify and hold the COMPANY, its agents and employees, harmless from and against all damages, judgments, costs or other expenses (including reasonable legal fees) incurred as a result of any claim or charge made against the COMPANY, or the CLIENT in connection with the services rendered to the CLIENT by the COMPANY, except such damages, judgments, costs or expenses caused by or resulting from the COMPANY'S breach of this Agreement or its negligence.

5. LIMITATION OF LIABILITY. In no event shall COMPANY be liable in any way to CLIENT or others for any indirect, special or consequential damages of any nature, whether foreseeable or not, regardless of whether COMPANY had been advised of the possibility of such damages. In no event will COMPANY'S liability in connection with the services whether caused by non-performance, defects, errors, breach of warranty or otherwise, exceed the total compensation paid to COMPANY by CLIENT, exclusive of reimbursed costs hereunder. These limitations apply to all causes of action in the aggregate, whether based in contract, tort or otherwise, but do not apply to claims arising out of damage to tangible personal property or personal injury caused by COMPANY'S employees while on CLIENT'S premises.

6. CONFIDENTIAL INFORMATION. The CLIENT and the COMPANY each acknowledges that during the term of this Agreement each will acquire confidential information relating to the business and operations of the other including, without limitation, each party's methods of doing business, and each party's products, processes, and customer lists (collectively, the "Confidential Information"). Each party hereby acknowledges that ALL OF THE OTHER PARTY'S Confidential Information is valuable, unique, and constitutes trade secrets and proprietary information and, upon the termination of this Agreement, each party's knowledge of the other party's Confidential Information will enable it (or any other individual, company, or person with which it is associated in any manner) to compete with the other party in a manner likely to cause irreparable harm upon the disclosure of such Confidential Information. Accordingly, each party hereby irrevocably represents, warrants, and covenants to the other party that it shall not disclose, directly or indirectly, any of the Confidential Information to any individual, firm, company, or other entity and shall not use any Confidential Information in any manner whatsoever except as permitted under this Agreement, unless such Confidential Information becomes a matter

of public record or as information made available to the public, or unless legally required to do so. This obligation as to confidentiality and non-use shall survive the Terms of this Agreement.

7. INDEPENDENT CONTRACTOR. In providing its services, the COMPANY shall be an independent contractor, and the CLIENT will have no right to exercise supervision as to the manner or method by which the COMPANY provides its services, except that the COMPANY'S employees and representatives shall adhere to the safety policies and procedures provided by the CLIENT of the designated sites/facilities while on the premises thereof.

8. ARBITRATION. As a condition precedent to any right of action hereunder, any dispute or difference between the parties in connection with or arising out of this Agreement shall be referred to and determined by arbitration under the rules and procedures of the American Arbitration Association; provided, however, the arbitration shall be decided by a panel of three arbitrators. Each party will choose one arbitrator and then a third arbitrator will be chosen by the two arbitrators. If the third arbitrator is not chosen on or within thirty (30) days after the first two arbitrators are chosen by the parties, then the first two arbitrators shall not serve as arbitrators and the three person panel of arbitrators shall be chosen by the Los Angeles County (CALIFORNIA) Division of the American Arbitration Association.

9. GOVERNING LAW; VENUE. The provisions of this Agreement shall be governed by laws of the state of California and the parties to this Agreement consent to and acknowledge that any disputes (including arbitration) arising under this Agreement shall be venued in Los Angeles County, California.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and merges and supersedes all prior discussions, understandings and agreements between the parties relating to the subject matter thereof. This Agreement may be amended or modified only by a written document executed by both the COMPANY and the CLIENT, and the terms hereof shall not be modified by any purchase order or acknowledgment, even though the COMPANY may have signed such a document.

11. ASSIGNMENT. No assignment of this Agreement, or of the rights, duties, and obligations thereunder, shall be permitted, except with the prior written consent of the other party.

12. SEVERABILITY AND SURVIVAL. If any of the provisions contained in this Agreement are held to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired and the Agreement shall continue as if such illegal, invalid, or unenforceable provisions were not and are not contained in this Agreement. Limitations of liability and indemnities described in this Agreement shall survive the termination of this Agreement.

13. NOTICES. Any notice, invoice or other correspondence required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given if served personally, if sent by facsimile transmission or, on the third day following posting by first-class mail, postage prepaid, addressed to the addresses set forth above or such other address, as either party hereto may designate by notice to the other party.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To: Board of Trustees	Date: February 2, 2009
Re: Change Order No. 2: Geotechnical Observation & Testing Services – SCC Maintenance & Operations Building	
Action: Request for Approval	

BACKGROUND:

On January 22, 2008, the Board of Trustees approved an agreement with Ninyo & Moore to provide geotechnical observation and testing services for the SCC Maintenance & Operations Building. Such services are required by the Division of State Architect (DSA).

The original agreement needs to be revised in order to reflect the additional costs for geotechnical services related to the construction of the concession building, new parking lot, and Phase 3 site work including retaining walls, curbs, gutters, sidewalks, new emergency road, etc.

ANALYSIS:

The professional geotechnical services required for the revised scope of work were inadvertently omitted from the proposal by Ninyo & Moore but must be included in the overall project scope.

As noted in the attached proposal (dated December 12, 2008) from Ninyo & Moore, the additional cost for their services is estimated at \$72,500. However, this is only an estimate and the final and actual cost is driven by the contractor's schedule and site conditions and is subject to variables beyond the control of the geotechnical engineer.

Therefore, the final and actual cost is subject to the schedule of fees in the June 9, 2008, proposal, attached.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the change order for geotechnical observation and testing as presented.

Fiscal Impact:	Based on Schedule of Fees	Board Date: February 2, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

December 12, 2008
Project No. 206144005

Mr. Darryl Odum
Rancho Santiago Community College District
Facilities Planning
1530 West 17th Street
Santa Ana, California 92706

Subject: Budget Status
Maintenance & Operations Building
Santiago Canyon Community College
Orange, California

References: Ninyo & Moore, 2008, Revised Proposal for Geotechnical Observation and Testing Services, New Maintenance & Operations Building Project, Santiago Canyon Community College, Orange, California, dated June 9.

Rancho Santiago Community College District, 2008, Purchase Order No. 08-P0004473, Santiago Community College, Geotechnical Observation and Testing Services for the Maintenance & Operations Building, dated March 4.

Dear Mr. Odum:

In accordance with your authorization, we are providing geotechnical observation and testing services during construction of the Maintenance & Operations (M&O) Building project. Our work is being performed in general accordance with the scope of services outlined in our referenced proposal dated June 9, 2008, and Purchase Order No. 08-P0004473 dated March 4, 2008. This letter provides an updated budget status for the project and our estimated fee to complete the project.

A review of our project status indicates that we have reached our allocated budget on the project and that we will exceed the allocated budget to complete the project. We make every effort to remain within our allocated budget and have based our budget on our experience with similar projects; however, our work and costs incurred are highly dependent on the contractor's schedule and the contractor's method and quality of work, including whether retesting is required. Review of our file indicates that our higher than estimated costs are generally due to the following:

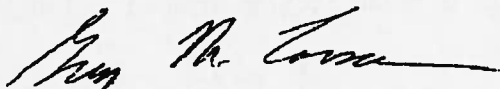
- The temporary slopes adjacent to the M&O building that were cut too steep per OSHA guidelines. The slopes required prompt response, including attendance at multiple site meetings, additional monitoring and collection of data regarding the site conditions, preparation of repair recommendations, and review of contractor's response and mitigation methods.
- Piece-meal construction methods being performed by the contractor, including:
 - Installation and backfilling of underground utilities in small sections instead of long runs.
 - Construction of the building subgrade in small portions due to the contractor forming the building footings prior to raising the subgrade.
- Retesting failed compaction tests.

Based on our review of the project status, we estimate that approximately 55 percent of the work requiring geotechnical observation and testing has been completed. Remaining project items that will involve geotechnical observation and testing include: 1) observation and testing of soils during grading for site sidewalks, parking lots, curbs and gutters, roadways, 2) field density testing during installation of the remaining utility lines, 3) observation of remaining building foundation excavations, 4) field density testing of retaining wall backfill, and 5) observation and testing of aggregate base and asphalt concrete for paved areas.

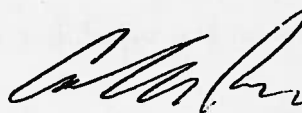
Based on the information outlined above, including the project progress, we estimate that our services to complete our proposed scope of work will be an additional approximately \$72,500 (Seventy Two Thousand Five Hundred Dollars). Accordingly, we request that the total budget for observation and testing services be amended to include this additional amount. Since our work depends on the contractor's schedule, whether retesting is required, and the possibility of unexpected field and weather conditions, future budget changes may be warranted. We will keep you apprised of any potential revisions as we become aware of them.

Ninyo & Moore appreciates the opportunity to provide geotechnical consulting services on this project. Please sign and return a copy of this letter to authorize the budget amendment.

Respectfully submitted,
NINYO & MOORE



Greg M. Corson, C.E.G.
Senior Project Geologist



Carol A. Price, C.E.G.
Principal Geologist

GMC/CAP/sc

Distribution: (1) Addressee
(1) Mr. Robb Gumbert, RSCCD

Mr. Young Min, LPA

Authorized By: _____

Date: _____

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 139
Senior Engineer/Geologist/Environmental Scientist	\$ 133
Senior Project Engineer/Geologist/Environmental Scientist	\$ 127
Project Engineer/Geologist/Environmental Scientist	\$ 123
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 109
Staff Engineer/Geologist/Environmental Scientist	\$ 96
GIS Analyst	\$ 96
Field Operations Manager	\$ 87
Supervisory Technician*	\$ 87
Nondestructive Examination Technician, UT, MT, LP*	\$ 87
Pull Test Technician and Equipment*	\$ 87
Senior Field/Laboratory Technician*	\$ 73
Field/Laboratory Technician*	\$ 73
ACI Concrete Technician*	\$ 73
Concrete/Asphalt Batch Plant Inspector	\$ 73
Special Inspector, Reinforced Concrete*	\$ 73
Special Inspector, Pre-stressed Concrete*	\$ 73
Special Inspector, Reinforced Masonry*	\$ 73
Special Inspector, Structural Steel*	\$ 73
Special Inspector, Welding, AWS*	\$ 73
Special Inspector, Fireproofing*	\$ 73
Technical Illustrator/CAD Operator	\$ 69
Geotechnical/Environmental/Laboratory Assistant	\$ 53
Information Specialist	\$ 52
Data Processing, Technical Editing, or Reproduction	\$ 44

OTHER CHARGES

Expert Witness Testimony	\$ 360 /hr
Concrete Coring Equipment (includes one technician)	\$ 145 /hr
Special Preparation of Standard Test Specimens	\$ 64 /hr
Inclinometer Usage	\$ 32 /hr
Vapor Emission Kits	\$ 30 /kit
Rebar Locator (Pachometer)	\$ 10 /hr
Nuclear Density Gauge Usage	\$ 9 /hr
Field Vehicle Usage	\$ 8 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils		Concrete	
Atterberg Limits, D 4318, CT 204.....	\$ 145	Cement Analysis Chemical and Physical, C 109.....	\$ 1,850
California Bearing Ratio (CBR), D 1883.....	\$ 440	Compression Tests, 6x12 Cylinder, C 39.....	\$ 22
Chloride and Sulfate Content, CT 417 & CT 422.....	\$ 135	Concrete Mix Design Review, Job Spec.....	\$ 140
Consolidation, D 2436, CT 219.....	\$ 275	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 750
Consolidation - Time Rate, D 2436, CT 219.....	\$ 70	Concrete Cores, Compression (excludes sampling), C 42.....	\$ 55
Direct Shear - Remolded, D 3080.....	\$ 290	Drying Shrinkage, C 157.....	\$ 250
Direct Shear - Undisturbed, D 3080.....	\$ 250	Flexural Test, C 78.....	\$ 50
Durability Index, CT 229.....	\$ 150	Flexural Test, C 293.....	\$ 55
Expansion Index, D 4824, UBC 16-2.....	\$ 165	Flexural Test, CT 523.....	\$ 60
Expansion Potential (Method A), D 4548.....	\$ 145	Guniting Shotcrete, Panels, 3 cut cores per panel and test, ACI.....	\$ 250
Expansive Pressure (Method C), D 4548.....	\$ 145	Jobite Testing Laboratory.....	Quote
Geofabric Tensile and Elongation Test, D 4832.....	\$ 165	Lightweight Concrete Fill, Compression, C 485.....	\$ 40
Hydraulic Conductivity, D 5084.....	\$ 300	Petrographic Analysis, C 888.....	\$ 1,100
Hydrometer Analysis, D 422, CT 203.....	\$ 180	Splitting Tensile Strength, C 498.....	\$ 80
Moisture, Ash, & Organic Matter of PostOrganic Soils.....	\$ 110		
Moisture Only, D 2216, CT 226.....	\$ 30	Reinforcing and Structural Steel	
Moisture and Density, D 2937.....	\$ 39	Fireproofing Density Test, UBC 7-8.....	\$ 55
Porosity, CH, D 2434, CT 220.....	\$ 230	Hardness Test, Rockwell, A-370.....	\$ 50
pH and Reactivity, CT 843.....	\$ 140	High Strength Bolt, Nut & Washer Conformance, set, A-32.....	\$ 120
Proctor Density D 1557, D 698, CT 216, &.....	\$ 180	Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 95
AASHTO T-180 (Rock corrections add \$80)		Pre-Stress Strand (7 wire), A 416.....	\$ 140
R-value, D 2844, CT 301.....	\$ 250	Chemical Analysis, A-36, A-815.....	\$ 120
Sand Equivalent, D 2419, CT 217.....	\$ 90	Reinforcing Tensile or Bend up to No. 11, A 615 & A 705.....	\$ 50
Sieve Analysis, D 422, CT 202.....	\$ 110	Structural Steel Tensile Test: Up to 200,000 lbs.	
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 90	(machining extra), A 370.....	\$ 70
Specific Gravity, D 854.....	\$ 90	Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 55
Triaxial Shear, C.D, D 4767, T 297.....	\$ 390		
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.....	\$ 330	Asphalt Concrete	
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.....	\$ 190	Asphalt Mix Design, Caltrans.....	\$ 2,200
Triaxial Shear, U.U., D 2850.....	\$ 140	Asphalt Mix Design Review, Job Spec.....	\$ 150
Unconfined Compression, D 2168, T 208.....	\$ 100	Extraction, % Asphalt, including Gradation, D 2172, CT 310.....	\$ 215
Wax Density, D 1188.....	\$ 90	Film Stripping, CT 302.....	\$ 100
		Hveem Stability and Unit Weight CTM or ASTM, CT 366.....	\$ 185
		Marshall Stability, Flow and Unit Weight, T-245.....	\$ 215
		Maximum Theoretical Unit Weight, D 2041.....	\$ 120
		Swell, CT 305.....	\$ 185
		Unit Weight sample or core, D 2728, CT 308.....	\$ 90
		Aggregates	
		Absorption, Coarse, C 127.....	\$ 35
		Absorption, Fine, C 128.....	\$ 35
		Clay Lumps and Fines Particles, C 142.....	\$ 100
		Cleaness Value, CT 227.....	\$ 120
		Crushed Particles, CT 205.....	\$ 140
		Durability, Coarse, CT 228.....	\$ 130
		Durability, Fine, CT 229.....	\$ 130
		Los Angeles Abrasion, C 131 or C 535.....	\$ 180
		Mortar making properties of fine aggregate, C 87.....	\$ 275
		Organic Impurities, C 40.....	\$ 55
		Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 390
		Sand Equivalent, CT 217.....	\$ 90
		Sieve Analysis, Coarse Aggregate, C 136.....	\$ 105
		Sieve Analysis, Fine Aggregate (including wash), C 136.....	\$ 105
		Sodium Sulfate Soundness (per size fraction), C 88.....	\$ 180
		Specific Gravity, Coarse, C 127.....	\$ 75
		Specific Gravity, Fine, C 128.....	\$ 85

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

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

To: Board of Trustees	Date: February 2, 2009
Re: Change Order # 14 – Bid #1051/SAC Classroom Building	
Action: Request for Approval	

BACKGROUND:

On October 15, 2007, the Board awarded a contract to EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College. The two (2) buildings were bid as one (1) project with each building having their own DSA number.

ANALYSIS:

Due to there being two (2) different DSA numbers, separate change orders are written for each building.

During the course of construction, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order # 14.

Change Order # 14 increases the contract by \$7,880. The revised contract amount is \$11,294,250.01. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 5.6 % of construction cost.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order # 14, EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College as presented.

Fiscal Impact:	\$7,880.00	Board Date: February 2, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BOARD CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BLDGS.	Bid No. 1051	P.O. # BP000200
	D.S.A. No. 04-10860	
Contractor: EMAE International, Inc..	Change Order No. 14	
Architect: LPA, Inc.	Date: 2/2/09	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

CHANGE ORDER SUMMARY		
Original Contract Amount		\$10,662,434.00
Previous Change Orders	\$623,936.01	
This Change Order	\$7,880.00	
Total Change Orders		\$631,816.01
Revised Contract Amount		\$11,294,250.01
Previous Time Extensions	0	
Time Extension - This Change Order	0	
Total Time Extensions		0
Original Completion Date		December 29, 2008
Revised Contract Completion Date		December 29, 2008
Board Approval Date:		February 2, 2009

BOARD CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BLDGS.		Bid No. 1051	P.O. # BP000200
Contractor: EMAE International, Inc.		D.S.A. No.	04-10860
Architect: LPA, Inc.		Change Order No.	14
		Date:	2/2/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0M	<p>DESCRIPTION: Revise framing at roof level above conference room.</p> <p>REASON: Increase roof parapet to contain water within roof area</p> <p>REQUESTOR: District/ LPA</p> <p>TIME EXTENSION: 0</p>		\$4,633.00
2.0M	<p>DESCRIPTION: Install plywood at parapet wall above roof level to accommodate roofing material attachment</p> <p>REASON: For roofing material attachment</p> <p>REQUESTOR: District / LPA</p> <p>TIME EXTENSION: 0</p>		1,487.00
3.0M	<p>DESCRIPTION: Remove tree roots in way of excavation for wall footing</p> <p>REASON: In the way of wall footing.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		760.00
4.0M	<p>DESCRIPTION: Install additional PVC fittings at new water line to avoid existing storm drain in conflict with new alignment</p> <p>REASON: To avoid existing underground piping</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		\$1,000.00
Sub-Total		\$0.00	\$7,880.00
Total			\$7,880.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 2, 2009
Re:	Change Order # 15 – Bid #1051/SAC Maintenance & Operations Building	
Action:	Request for Approval	

BACKGROUND:

On October 15, 2007, the Board awarded a contract to EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College. The two (2) buildings were bid as one (1) project with each building having their own DSA number.

ANALYSIS:

Due to there being two (2) different DSA numbers, separate change orders are written for each building.

During the course of construction, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order # 15.

Change Order #15 increases the contract by \$58,931. The revised contract amount is \$11,353,181.01. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 6.0 % of construction cost.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order # 15, EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College as presented.

Fiscal Impact:	\$58,931.00	Board Date: February 2, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BOARD CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BLDGS.	Bid No. 1051	P.O. #	BP000200
	D.S.A. No.		04-108151
Contractor: EMAE International, Inc..	Change Order No.		15
Architect: LPA, Inc.	Date:		2/2/09

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

CHANGE ORDER SUMMARY		
Original Contract Amount		\$10,662,434.00
Previous Change Orders	\$631,816.01	
This Change Order	\$58,931.00	
Total Change Orders		\$690,747.01
Revised Contract Amount		\$11,353,181.01
Previous Time Extensions	0	
Time Extension - This Change Order	0	
Total Time Extensions		0
Original Completion Date		December 29, 2008
Revised Contract Completion Date		December 29, 2008
Board Approval Date:		February 2, 2009

BOARD CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BLDGS.	Bid No. 1051	P.O. # BP000200
Contractor: EMAE International, Inc.	D.S.A. No.	04-108151
Architect: LPA, Inc.	Change Order No.	15
	Date:	1/19/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0C	<p>DESCRIPTION: Provide intrusion devices</p> <p>REASON: Security</p> <p>REQUESTOR: District/ LPA</p> <p>TIME EXTENSION: 0</p>		\$4,094.00
2.0C	<p>DESCRIPTION: Install new gas line to new point of connection</p> <p>REASON: Original point of connection not per building code</p> <p>REQUESTOR: District / LPA</p> <p>TIME EXTENSION: 0</p>		40,261.00
3.0C	<p>DESCRIPTION: Install J-Mold around tack boards to protect factory edges</p> <p>REASON: Original tack boards did not have J-Mold</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		4,843.00
4.0C	<p>DESCRIPTION: Provide striping and signage for temporary crosswalks at College ave.</p> <p>REASON: To accommodate student access to campus</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		918.00
5.0C	<p>DESCRIPTION: Install existing drinking fountain in new location</p> <p>REASON: To accommodate the Soccer field athletes</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		1,481.00
6.0C	<p>DESCRIPTION: Relocate existing irrigation controller</p> <p>REASON: Relocate to avoid new improvements</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		\$3,544.00

7.0C	<u>DESCRIPTION:</u> Install new disconnect switch and circuit breaker. <u>REASON:</u> Required by the Electrical Engineer for the elevator <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> 0		\$2,749.00
8.0C	<u>DESCRIPTION:</u> Pour additional concrete sidewalk <u>REASON:</u> To accommodate future design of Baseball field access <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> 0		\$1,041.00
		<u>Sub-Total</u>	\$0.00
		<u>Total</u>	\$58,931.00
			\$58,931.00

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

To:	Board of Trustees	Date: February 2, 2009
Re:	DSA Inspection Services: Santa Ana College Classroom Building and M & O Building	
Action:	Request for Approval	

BACKGROUND:

On June 25, 2007, the Board of Trustees approved an agreement with Johnston Inspections to provide Division of State Architect (DSA) mandated inspection services as the Inspector of Records (IOR) for the Classroom Building and M & O Building at Santa Ana College.

ANALYSIS:

This project has been moving forward very well, however during the course of construction certain changes to the scope of work have been required.

This project is built under plans and specifications approved by DSA and required full-time inspection services of a DSA certified inspector. Due to changes in the scope of work, this agreement with Johnston Inspections needs to be extended at \$46,505 for a full-time inspector of record as noted in the attached proposal dated January 15, 2009.

RECOMMENDATION

It is recommended that the Board of Trustees approve the extension of services for Johnston Inspections to provide DSA-mandated inspection services at SAC as presented.

Fiscal Impact:	\$46,505.00	Board Date: February 2, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

Johnston Inspections

School Inspection & Ground Rod Testing

January 15, 2009

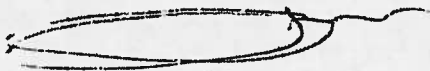
Darryl Odum, Director
District Construction & Support Services
Rancho Santiago Community College District
2323 North Broadway, #112
Santa Ana, CA 92706

**SUBJECT: PROPOSAL - DSA INSPECTION SERVICES AT SANTA ANA COLLEGE
CAMPUS INCLUDING THE FOLLOWING: NEW TWO-STORY
CLASSROOM BUILDING AND MAINTENANCE AND OPERATIONS
FACILITY**

I will provide DSA Class I project inspection for \$13,330 per month including national/contractor holidays. This project is expected to last through March, 2009. Therefore, the total cost for inspection services is estimated to be \$46,505.

This proposal is for DSA inspection only. All on- and off-site deputy inspections and testing, as needed, will be provided by a lab of your choice.

Sincerely,



Jerry Johnston
DSA Class I Project Inspector

JOHNSTON INSPECTIONS
755 Hawks View Way Fallbrook, CA 92028
(760) 451-9896 (office/fax) - (949) 697-8762 (cell)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 2, 2009
Re:	Employee Payroll Time and Attendance System	
Action:	Request for Approval	

BACKGROUND

The Information Technology Services (ITS) department developed a system on the mainframe (Glink) which tracks the accrual and usage of leave benefits such as sick and vacation time. Since the entire district is migrating off the mainframe and on to Datatel, the payroll office needs a new system to track benefit leaves. This system should integrate with the Orange County Department of Education's (OCDE) payroll system.

ANALYSIS

OCDE offers a software module called Time and Attendance which will automatically generate individual employee leave accruals and track the employee's usage. The Time and Attendance module integrates with OCDE's Employee Information System (EIS), where employees may view their pay information via the web. This will enable employees to view the accrual on balance on this system.

OCDE's cost for this software and related services are \$35,867.14 paid over two years. As other districts purchase this product, a prorated amount will be refunded to the district in order to insure that all entities will pay the same fee for this product and related services.

RECOMMENDATION

It is recommended that the Board of Trustees approve the purchase of OCDE's Time and Attendance Solution as presented

Fiscal Impact:	\$35,867.14	Board Date: February 2, 2009
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PAYROLL TIME AND ATTENDANCE SYSTEM
DEVELOPMENT AND IMPLEMENTATION AGREEMENT

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This AGREEMENT is hereby made and entered into this 21st of January, 2009, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT

The SUPERINTENDENT will provide professional services for the development and operation of a Payroll Time and Attendance system capable of capturing and reporting employees' time and attendance through Web access utilizing a MS Internet Explorer. SUPERINTENDENT will provide on-going training services for present and future employees on-going maintenance services, future software enhancements and support services at no cost to DISTRICT.

2.0 PAYROLL TIME AND ATTENDANCE SYSTEM

A. The Base Payroll Time and Attendance system will include the following capabilities:

- Access and Privacy at district level
- Ability to input and maintain school year calendars for multiple units and/or groups
- Generation of employee time sheets based on bargaining unit, payroll (monthly, daily, or hourly)
- Time reporting with on-line approval and release of data directly to the Payroll system
- Management reporting with user defined selection criteria
- Calculation of employee vacation and sick day accruals

- Access to employee vacation and sick day information via the Employee Information System (EIS).
- Interface for two (2) substitute teacher locator systems for reporting time to correct unit.
- Payroll Time and Attendance reports

3.0 IMPLEMENTATION.

A. SUPERINTENDENT will begin meeting with DISTRICT staff to discuss the Payroll Time and Attendance implementation process and also perform a needs assessment during the month of February, 2009, hereinafter referred to as the "Implementation Period". However, based on individual DISTRICT requirements as determined during the needs assessment, it may become necessary for SUPERINTENDENT to extend the implementation period.

B. SUPERINTENDENT'S staff will also meet with key DISTRICT staff to create and design the parallel process for their DISTRICT. A prototype will be completed by June, 2009

4.0 USE.

DISTRICT will have the right to use the Payroll Time and Attendance system and any optional interfaces as long as the Payroll Time and Attendance system is maintained and supported by the SUPERINTENDENT. SUPERINTENDENT agrees to maintain and support the Payroll Time and Attendance system and any optional interface(s) for a period of five (5) years commencing upon completion of DISTRICT'S implementation period.

5.0 SOFTWARE MAINTENANCE AND SUPPORT SERVICES.

A. The DISTRICT shall be entitled to ongoing software maintenance and support assistance during normal business hours, provided however, that the availability or performance of this software maintenance and support service shall not be construed as

1 altering or affecting SUPERINTENDENT'S obligations as set forth in
2 this AGREEMENT. SUPERINTENDENT'S technical support via telephone
3 shall be provided to DISTRICT without charge Monday through Friday
4 from 8:00 a.m. - 5:00 p.m., excluding SUPERINTENDENT'S holidays.

5 B. SUPERINTENDENT may, upon mutual agreement of the parties,
6 provide other services which may include but not be limited to:
7 special reporting and other software assistance. The DISTRICT shall
8 pay SUPERINTENDENT for such additional services at a rate mutually
9 agreed between the parties.

10 6.0 TERM

11 The term of this AGREEMENT shall be for the period commencing
12 February 1, 2009 and ending June 30, 2014, subject to termination by
13 either party pursuant to Section 19.0 of this AGREEMENT.

14 7.0 PAYMENT

15 A. Base Payroll Time and Attendance System. DISTRICT agrees
16 to pay SUPERINTENDENT the sum of Thirty-five thousand eight hundred
17 sixty-seven dollars and fourteen cents (\$35,867.14) (paid over a
18 period of two (2) years) for development, implementation, and
19 operation of the Base Payroll Time and Attendance system upon
20 execution of this AGREEMENT and receipt of an itemized invoice from
21 SUPERINTENDENT. DISTRICT understands and agrees that the total cost
22 for the development and implementation of the Base Payroll Time and
23 Attendance system is Five hundred two thousand one hundred forty
24 dollars (\$502,140.00) which shall be shared equally between the
25 participating school districts. DISTRICT'S cost is based on fourteen
26 (14) participating school districts. In no event shall any
27 participating school district cost for the Base Payroll Time and
28 Attendance system exceed Fifty thousand two hundred fourteen dollars
(\$50,214.00). In the event that additional districts participate

1 during the term of this AGREEMENT, each participating school district
2 cost for the Base Payroll Time and Attendance system will be adjusted
3 accordingly so that total cost of the Base Payroll Time and Attendance
4 system will be shared equally between the participating school
5 districts.

6 B. Participation Refunds:

7 Refunds to participating school districts will commence after
8 SUPERINTENDENT has recaptured the total cost paid for the Base Payroll
9 Time and Attendance system which is Five hundred two thousand one
10 hundred forty dollars (\$502,140.00). Thereafter, as additional school
11 districts participate, SUPERINTENDENT will recalculate the total
12 amount owed per participating school district and monies received from
13 each additional participating school district will be refunded to
14 those participating school districts. Refunds will be issued within
15 thirty (30) days of receipt of payment and successful completion of
16 the "Implementation Period" for each additional participating school
17 district.

18 8.0 EQUIPMENT/SOFTWARE/HARDWARE REQUIREMENTS

19 The Payroll Time and Attendance system can be accessed through Web
20 access utilizing MS Internet Explorer, version 6.0 or above for a PC
21 environment. In addition, the Payroll Time and Attendance system is
22 compatible with a MAC environment. All printing requirements for the
23 Payroll Time and Attendance system will take place at the DISTRICT
24 offices.

25 9.0 DATA ROLLOVERS

26 If DISTRICT desires any data rollovers from its present time and
27 attendance system into SUPERINTENDENT'S Payroll Time and Attendance
28 system, it will be necessary for the DISTRICT to submit this data in a
flat file format according to specifications provided by

1 SUPERINTENDENT'S Information Technology Department. Coordination
2 meetings between DISTRICT and SUPERINTENDENT'S staff will be necessary
3 to work out the rollover details. In the event that it proves
4 impractical to successfully accomplish any of the rollovers, it may be
5 necessary for DISTRICT'S staff to key in test and/or production data
6 to complete the conversion to the Payroll Time and Attendance system.

7 10.0 TRAINING

8 SUPERINTENDENT will, at no cost to DISTRICT, provide on-going training
9 services for present and future employees as determined by
10 SUPERINTENDENT and DISTRICT to assist DISTRICT personnel in the use
11 and operation of the software to enable DISTRICT to make optimum use
12 of the Payroll Time and Attendance system. Training will be provided
13 at SUPERINTENDENT'S training lab and other school locations upon
14 mutual agreement of the parties between the hours of 8:30 a.m. and
15 4:30 p.m. Monday through Friday, excluding SUPERINTENDENT'S holidays.

16 11.0 FUTURE INTERFACES/OPTIONS

17 SUPERINTENDENT may offer additional interfaces and optional services
18 in the future for the Payroll Time and Attendance system which may
19 have an additional charge. Proposals will be provided upon DISTRICT
20 request and availability.

21 12.0 INDEPENDENT CONTRACTOR

22 SUPERINTENDENT is and at all times shall be an independent contractor
23 and shall be wholly responsible for the manner in which the services
24 required by the terms of this AGREEMENT are performed. Nothing herein
25 contained shall be construed as creating the relationship of employer
26 and employee, or principal and agent, between SUPERINTENDENT and
27 DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of
28 its employees or agents as they relate to the services to be provided.
SUPERINTENDENT, its officers, agents, and employees, shall not be

1 entitled to any rights, and/or privileges of DISTRICT'S employees and
2 shall not be considered in any manner to be DISTRICT'S employees.

3 13.0 HOLD HARMLESS

4 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
5 harmless DISTRICT, its Governing Board, and its officers, agents, and
6 employees from liability and claims of liability for bodily injury,
7 personal injury, sickness, disease, or death of any person or persons,
8 or damage to any property, real, personal, tangible or intangible,
9 arising out of the negligent acts or omissions of employees, agents or
10 officers of SUPERINTENDENT or the Orange County Board of Education
11 during the term of this AGREEMENT.

12 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless
13 SUPERINTENDENT, the Orange County Board of Education, and its
14 officers, agents, and employees from liability and claims of liability
15 for bodily injury, personal injury, sickness, disease, or death of any
16 person or persons, or damage to any property, real, personal, tangible
17 or intangible, arising out of the negligent acts or omissions of
18 employees, agents or officers of DISTRICT during the term of this
19 AGREEMENT.

20 14.0 COPYRIGHT

21 SUPERINTENDENT shall have all right, title and interest in the Payroll
22 Time and Attendance system, including the right to secure and maintain
23 the copyright, trademark and/or patent of said Payroll Time and
24 Attendance system in the name of the SUPERINTENDENT.

25 15.0 NON-DISCRIMINATION

26 SUPERINTENDENT and DISTRICT agree that they will not engage in
27 unlawful discrimination because of race, color, religious creed,
28 national origin, ancestry, physical handicap, medical condition,

1 marital status, or sex of such persons.

2 16.0 APPLICABLE LAW

3 SUPERINTENDENT and DISTRICT agree to comply with all federal, state
4 and local laws, rules and regulations and ordinances that are now or
5 may in the future become applicable to SUPERINTENDENT or DISTRICT'S
6 business, equipment and personnel engaged in operations covered by
7 this AGREEMENT or occurring out of the performance of such operations.

8 17.0 ASSIGNMENT

9 DISTRICT or SUPERINTENDENT shall not subcontract or assign the
10 performance of any of the services in this AGREEMENT without prior
11 written approval of the other party.

12 18.0 TOBACCO USE POLICY

13 In the interest of public health, the SUPERINTENDENT provides a
14 tobacco-free environment. Smoking or the use of any tobacco products
15 are prohibited in buildings and vehicles, and on any property owned,
16 leased or contracted for by the SUPERINTENDENT pursuant to
17 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
18 this policy could result in the termination of this AGREEMENT.

19 19.0 TERMINATION

20 SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or
21 without cause, upon the giving of thirty (30) days prior written
22 notice to the other party. Upon termination, SUPERINTENDENT shall
23 reimburse DISTRICT for any monies paid by DISTRICT for the Payroll
24 Time and Attendance system pursuant to Section 7.0 of this AGREEMENT,
25 provided that termination is given by either party during the
26 "Implementation Period". Reimbursement shall occur within thirty (30)
27 days of termination of this AGREEMENT.

28 20.0 NOTICES

All notices or demands to be given under this AGREEMENT by either

1 party to the other shall be in writing and given by: 1) Personal
2 service, or ii) U.S. Mail, mailed either by registered or certified
3 mail, return receipt requested, with postage prepaid. Service shall
4 be considered given when received if personally served or, if mailed,
5 on the third (3rd) day after deposit in any U.S. Post Office. The
6 address to which notices or demands may be given by either party may
7 be changed by written notice given in accordance with the notice
8 provisions of this section. As of the date of this AGREEMENT the
9 addresses of the parties are as follows:

10 DISTRICT: Rancho Santiago Community College District
11 2323 North Broadway
12 Santa Ana, California 92706
Attn:

13 SUPERINTENDENT: Orange County Superintendent of Schools
14 200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

15 21.0 SEVERABILITY

16 If any term, condition or provision of this AGREEMENT is held by a
17 court of competent jurisdiction to be invalid, void or unenforceable,
18 the remaining provisions will nevertheless continue in full force and
19 effect and shall not be affected, impaired or invalidated in any.

20 22.0 GOVERNING LAW

21 The terms and conditions of this AGREEMENT shall be governed by the
22 laws of the State of California, with venue in Orange County,
23 California.

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23.0 ENTIRE AGREEMENT/AMENDMENT

This AGREEMENT constitutes the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY: _____
Authorized Signature
PRINT NAME: _____
TITLE: _____
DATE: _____

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: Patricia McCaughey
Authorized Signature
PRINT NAME: Patricia McCaughey
TITLE: Coordinator
DATE: January 21, 2009

RSCCD. PAYROLL (34088). 2009
ZIP3

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To: Board of Trustees	Date: February 2, 2009
Re: Bid #1096 – CNC Turning Center, Accessories and Installation	
Action: Request for Action	

BACKGROUND

The District received VTEA funds (Vocational, Technical, and Education Act) for the purchase and installation of two Computer Numerical Control (CNC) Turning Centers for the Manufacturing Technology Department at Santa Ana College. These Turning Centers are required to replace machines which have become obsolete and worn out in the CNC Machine Tool Laboratory. The dollar amount required us to go through the public bidding process and obtain Board approval.

ANALYSIS

The bid was advertised and distributed in compliance with public contract code and District policy. Five (5) request for bids were mailed; however, only one bidder responded. Upon contacting vendors, we learned that the lack of response was due to their inability to provide a CNC Turning Center model, compatible with other machines and meeting the latest advanced technology features. As these machines will be used in the CNC machine training courses, it is necessary for this equipment to mirror our industry partners' working environments. The bid from Haas Factory Outlet was evaluated by the Manufacturing Technology Department and found acceptable. The bid price includes delivery, installation, trade-in credit of \$3000.00 for two (2) each Yam CNC Turning Center and training for faculty.

VENDOR	BID AMOUNT
Haas Factory Outlet	* \$ 95,728.76
Gosiger Inc	No Response
All American CNC Sales Co	No Response
Industrial Machining & Welding	No Response
Republic Lagun Machine CNC	No Response

RECOMMENDATION

It is recommended that the Board of Trustees accept the bid and approve the award to Haas Factory Outlet for Bid #1096 for CNC Turning Center, Accessories and Installation.

Fiscal Impact: \$95,728.76	Board Date: February 2, 2009
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: February 2, 2009
Re: Budget Approval	
Action: Request for Approval	

ANALYSIS

A budgets for the following categorical program for FY 08/09 has been developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Disabled Students Programs and Services (DSPS) (SAC) Annual allocation from the California Community Colleges Chancellor's Office for services for disabled students. (08/09)	10/18/08	\$1,913,252
2. Enrollment Growth for Nursing ADN Programs – <i>Augmentation</i> (SAC) Augmentation to funds from the California Community Colleges Chancellor's Office to increase capacity and improve student retention in Associate Degree Nursing programs. (08/09)	1/1/09	\$108,087
3. Job Development, Training and Placement Program for the Disabled – Workability III - <i>Augmentation</i> (SAC) Augmentation to ongoing funds from the Department of Rehabilitation to find employment for people with various disabilities. (08/09)	12/18/08	\$24,292
4. Matriculation Non-Credit (DO/SAC/SCC) Funds from the California Community Colleges Chancellor's Office to provide services for students in designated non-credit courses to help them become more knowledgeable about college programs and services, as well as their own skills, abilities, educational options, and goals. (08/09)		
DO - \$ 152,396		
SAC - \$2,014,066		
SCC - \$ 738,192		
\$2,904,654	10/24/08	\$2,904,654

Fiscal Impact: \$8,147,037	Board Date: February 2, 2009
Prepared by: Sarah Santoyo	
Submitted by: Enrique Perez, Interim Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

5. **WIA II – Adult Basic Education (SAC/SCC)**

Funds from federal Title II Workforce Investment Act funds through the California Department of Education to support ongoing educational services enabling adults to acquire basic literacy skills, English skills, and citizenship. (08/09)

SAC - \$2,194,086

SCC - \$1,002,666

\$3,196,752

12/4/08

\$3,196,752

RECOMMENDATION

It is recommended that the budgets be approved and that the Vice Chancellor of Business Operations/Fiscal Services, or his designee, be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$8,147,037

Board Date: February 2, 2009

Prepared by: Sarah Santoyo

Submitted by: Enrique Perez, Interim Assistant Vice Chancellor of Educational Services

Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
11_0000_679000_17100_5999	Match Control		887,218		762,451	124,767	
	Deaf and Hard of Hearing						
11-2230-493031-19523-1310	Part-Time Instructors - S. Larson	12,899		11,712			1,187
11-2230-493031-19523-3111	STRS - Instructional	1,146		966			180
11-2230-493031-19523-3321	Medicare - Instructional	201		170			31
11-2230-493031-19523-3431	H & W Retiree - Instructional	138					138
11-2230-493031-19523-3511	SUI - Instructional	41		35			6
11-2230-493031-19523-3611	WCI - Instructional	305		258			47
	High Tech Center						
11-2230-493031-19524-1110	Contract Instructors - D Dutton	91,540		91,540			
11-2230-493031-19524-3111	STRS - Instructional	7,552		7,552			
11-2230-493031-19524-3411	H & W - Instructional	12,117		12,117			
11-2230-493031-19524-3431	H & W Retiree - Instructional	915					915
11-2230-493031-19524-3511	SUI - Instructional	279		279			
11-2230-493031-19524-3611	WCI - Instructional	2,044		2,044			
11-2230-493031-19524-3911	Other Benefits - Instructional	1,350		1,250			100
11-2230-493031-19524-6419	Equipment/Software >\$200 <\$1,000	10,219		10,219			
	Learning Disabled						
11-2230-493031-19525-1110	Contract Instructors - B. Choo 50%; M Kobane 50%	90,810		90,810			
11-2230-493031-19525-2410	Instructional Assistant - Ongoing	93,699		70,000			23,699
11-2230-493031-19525-3111	STRS - Instructional	7,492		7,492			
11-2230-493031-19525-3211	PERS - Instructional	4,983					4,983
11-2230-493031-19525-3311	OASDI - Instructional	3,320					3,320
11-2230-493031-19525-3321	Medicare - Instructional	1,933		2,350		417	
11-2230-493031-19525-3331	PARS - Instructional	522		910		388	
11-2230-493031-19525-3411	H & W - Instructional	12,117		14,005		1,888	
11-2230-493031-19525-3431	H & W Retiree - Instructional	1,842					1,842
11-2230-493031-19525-3511	SUI - Instructional	557		487			70

6.1(3)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-493031-19525-3611	WCI - Instructional	4,089		3,565			524
11-2230-493031-19525-3911	Other Benefits - Instructional	1,350		1,250			100
	Physically Disabled						
11-2230-493031-19526-2210	Instructional Assistant - Full Time - D, Thallmeyer 100%	30,177		32,920		2,743	
11-2230-493031-19526-3211	PERS - Instructional	2,808		3,104		296	
11-2230-493031-19526-3311	OASDI - Instructional	1,955		2,104		149	
11-2230-493031-19526-3321	Medicare - Instructional	457		492		35	
11-2230-493031-19526-3411	H & W - Instructional	12,117		11,985			132
11-2230-493031-19526-3431	H & W Retiree - Instructional	302					302
11-2230-493031-19526-3511	SUI - Instructional	95		102		7	
11-2230-493031-19526-3611	WCI - Instructional	694		747		53	
11-2230-493031-19526-3911	Other Benefits - Instructional	1,350		1,013			337
	Speech/Acquired Brain Injury						
11-2230-493031-19527-1110	Contract Instructors - K. Winkle 25% retired 10-10-08	22,290		5,095			17,195
11-2230-493031-19527-3111	STRS - Instructional	1,839		420			1,419
11-2230-493031-19527-3321	Medicare - Instructional	328		75			253
11-2230-493031-19527-3411	H & W - Instructional	3,029		1,234			1,795
11-2230-493031-19527-3431	H & W Retiree - Instructional	223					223
11-2230-493031-19527-3511	SUI - Instructional	68		16			52
11-2230-493031-19527-3611	WCI - Instructional	498		114			384
11-2230-493031-19527-3911	Other Benefits - Instructional	338		78			260
	DSPS						
11-2230-642000-19521-1210	Academic Management - J. Mathis 50%	50,616		50,616			
11-2230-642000-19521-1430	Part-Time Counselors	17,012					17,012
11-2230-642000-19521-1433	Part-Time Counselors - M. Aguilar/ misc			10,000		10,000	
11-2230-642000-19521-1435	Part-Time Counselors - M. Aguilar			15,513		15,513	
11-2230-642000-19521-3115	STRS - Non-Instructional	4,176		6,281		2,105	
11-2230-642000-19521-3325	Medicare - Non-Instructional	758		1,104		346	

6.1 (4)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPTS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-642000-19521-3415	H & W - Non-Instructional	6,059		8,469		2,410	
11-2230-642000-19521-3435	H & W Retiree - Non-Instructional	506					506
11-2230-642000-19521-3515	SUI - Non-Instructional	157		229		72	
11-2230-642000-19521-3615	WCI - Non-Instructional	1,150		1,675		525	
11-2230-642000-19521-3915	Other Benefits - Non-Instructional	1,650		1,650			
	DSPTS - CEC						
11-2230-642000-19522-1484	M. Stephens			1,981		1,981	
11-2230-642000-19522-3115	STRS - Non-Instructional			163		163	
11-2230-642000-19522-3325	Medicare - Non-Instructional			29		29	
11-2230-642000-19522-3515	SUI - Non-Instructional			6		6	
11-2230-642000-19522-3615	WCI - Non-Instructional			44		44	
	Deaf and Hard of Hearing						
11-2230-642000-19523-1454	Int/Summer Beyond Contract - Coordinator - M. Collins			15,850		15,850	
11-2230-642000-19523-2130	Classified Employees - R. Rodriguez 100%			84,611		84,611	
11-2230-642000-19523-2310	Classified Employee - Ongoing - P. Heimann			12,990		12,990	
11-2230-642000-19523-2320	Classified Employees - Hourly	220,000		-			220,000
11-2230-642000-19523-2340	Student Assistants - Hourly	7,500					7,500
11-2230-642000-19523-3215	PERS - Non-Instructional			9,471		9,471	
11-2230-642000-19523-3315	OASDI - Non-Instructional			6,313		6,313	
11-2230-642000-19523-3325	Medicare - Non-Instructional			1,664		1,664	
11-2230-642000-19523-3335	PARS - Non-Instructional			169		169	
11-2230-642000-19523-3435	H & W Retiree - Non-Instructional			14,702		14,702	
11-2230-642000-19523-3515	SUI - Non-Instructional			345		345	
11-2230-642000-19523-3615	WCI - Non-Instructional			2,526		2,526	
11-2230-642000-19523-3915	Other Benefits - Non-Instructional			1,350		1,350	
11-2230-642000-19523-4520	Repair and Replacement Pars	410		300			110
	Learning Disabled						
11-2230-642000-19525-2130	Classified Employees - Full Time - N. Kenyon 100%	31,447		31,447			
11-2230-642000-19525-3215	PERS - Non-Instructional	2,926		2,926			

6.1 (5)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-642000-19525-3315	OASDI - Non-Instructional	2,017		2,017			
11-2230-642000-19525-3325	Medicare - Non-Instructional	472		472			
11-2230-642000-19525-3415	H & W - Non-Instructional	9,694		9,694			
11-2230-642000-19525-3435	H & W Retiree - Non-Instructional	314					314
11-2230-642000-19525-3515	SUI - Non-Instructional	98		98			
11-2230-642000-19525-3615	WCI - Non-Instructional	716		716			
11-2230-642000-19525-3915	Other Benefits - Non-Instructional	1,080		1,080			
	Physically Disabled						
11-2230-642000-19526-1250	Contract Coordinator - M. Aguilar 30%			24,251		24,251	
11-2230-642000-19526-2340	Student Assistants - Hourly	5,000		4,500			500
11-2230-642000-19256-3115	STRS - Non-Instructional	4,322		2,001			2,321
11-2230-642000-19526-3325	Medicare - Non-Instructional	769		357			412
11-2230-642000-19526-3415	H & W - Non-Instructional	6,059		1,507			4,552
11-2230-642000-19526-3435	H & W Retiree - Non-Instructional	524					524
11-2230-642000-19526-3515	SUI - Non-Instructional	159		74			85
11-2230-642000-19526-3615	WCI - Non-Instructional	1,167		641			526
11-2230-642000-19526-3915	Other Benefits - Non-Instructional	675		375			300
	Speech/Acquired Brain Injury						
11-2230-642000-19527-1250	Contract Coordinator - R. Miller 40%	34,159		34,159			
11-2230-642000-19527-3115	STRS - Non-Instructional	2,818		2,818			
11-2230-642000-19527-3325	Medicare - Non-Instructional	503		503			
11-2230-642000-19527-3415	H & W - Non-Instructional	4,847		4,847			
11-2230-642000-19527-3435	H & W Retiree - Non-Instructional	342					342
11-2230-642000-19527-3515	SUI - Non-Instructional	104		104			
11-2230-642000-19527-3615	WCI - Non-Instructional	763		763			
11-2230-642000-19527-3915	Other Benefits - Non-Instructional	540		540			
11-2230-642000-19580-2310	Classified Employees - Ongoing	22,288					22,288
11-2230-642000-19580-3325	Medicare - Non-Instructional	323					323
11-2230-642000-19580-3335	PARS - Non-Instructional	290					290

6.1(6)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-642000-19580-3435	H & W Retiree - Non-Instructional	223					223
11-2230-642000-19580-	SUI - Non-Instructional	67					67
11-2230-642000-19580-	WCI - Non-Instructional	490					490
	Total SAC Match	887,218	887,218	762,451	762,451	338,179	338,179

6.1 (7)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09
 CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST
 PROJ DIR J MATHIS

DATE 11/13/08

CFDA #

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-000000-10000-8623	DSPS - Santa Ana College		1,990,476		1,913,252	77,224	
	DSPS - CEC						
12-2230-493030-19522-1310	Part-Time Instructors - K. de la Cerda	16,235		16,000			235
12-2230-493030-19522-1315	K. de la Cerda			1,211		1,211	
12-2230-493030-19522-2410	Instructional Assistant - Ongoing	64,479		50,000			14,479
12-2230-493030-19522-2420	Instructional Assistant - Hourly	2,500		3,000		500	
12-2230-493030-19522-3111	STRS - Instructional	1,339		1,420		81	
12-2230-493030-19522-3211	PERS - Instructional	6,000		1,943			4,057
12-2230-493030-19522-3311	OASDI - Instructional	4,155		1,277			2,878
12-2230-493030-19522-3321	Medicare - Instructional	971		1,020		49	
12-2230-493030-19522-3331	PARS - Instructional	33		422		389	
12-2230-493030-19522-3431	H & W Retiree - Instructional	670					670
12-2230-493030-19522-3511	SUI - Instructional	33		212		179	
12-2230-493030-19522-3611	WCI - Instructional	1,474		1,412			62
	High Tech Center						
12-2230-493030-19524-4320	Instructional Software	2,400		2,500		100	
12-2230-493030-19524-5950	Software License/Fees	1,040		1,000			40
	Learning Disabled						
12-2230-493030-19525-2420	Instructional Assistant - Hourly	23,942		6,000			17,942
12-2230-493030-19525-3321	Medicare - Instructional	347					347
12-2230-493030-19525-3331	PARS - Instructional	312					312
12-2230-493030-19525-3431	H & W Retiree - Instructional	239					239
12-2230-493030-19525-3511	SUI - Instructional	13					13
12-2230-493030-19525-3611	WCI - Instructional	526		132			394
	Speech/Acquired Brain Injury						
12-2230-493030-19527-2210	Instructional Assistants - Full Time - K. De la Cerda			10,977		10,977	
12-2230-493030-19527-3211	PERS - Instructional			1,035		1,035	
12-2230-493030-19527-3311	OASDI - Instructional			701		701	
12-2230-493030-19527-3321	Medicare - Instructional			164		164	

6.1 (8)

President's Approval
 Prepared by Cherie Ericson

Board Approved 2/23/09
 Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493030-19527-3411	H & W - Non-Instructional						
12-2230-493030-19527-3431	H & W Retiree - Instructional			3,002		3,002	
12-2230-493030-19527-3511	SUI - Instructional						
12-2230-493030-19527-3611	WCI - Instructional			34		34	
12-2230-493030-19527-3911	Other Benefits - Instructional			249		249	
	DSPS - CEC			338		338	
12-2230-493031-19522-1110	Contract Instructors - M. Stephens 100%	96,624		99,001		2,377	
12-2230-493031-19522-1280	Contract - Reassigned Time - M. Stephens	1,300		1,555		255	
12-2230-493031-19522-3111	STRS - Instructional	8,190		8,190			
12-2230-493031-19522-3115	STRS - Non-Instructional			106		106	
12-2230-493031-19522-3321	Medicare - Instructional	1,420		1,420			
12-2230-493031-19522-3325	Medicare - Non-Instructional			57		57	
12-2230-493031-19522-3411	H & W - Instructional	17,491		17,491			
12-2230-493031-19522-3415	H & W - Non-Instructional			207		207	
12-2230-493031-19522-3431	H & W Retiree - Instructional	979					979
12-2230-493031-19522-3435	H & W Retiree - Non-Instructional						
12-2230-493031-19522-3511	SUI - Instructional	49		286		237	
12-2230-493031-19522-3515	SUI - Non-Instructional			20		20	
12-2230-493031-19522-3611	WCI - Instructional	2,184		2,184			
12-2230-493031-19522-3615	WCI - Non-Instructional			56		56	
12-2230-493031-19522-3911	Other Benefits - Instructional	1,350		1,250		100	
12-2230-493031-19522-4310	Instructional Supplies	1,150		1,200		50	
12-2230-493031-19522-6410	Equipment - All Other >\$1,000	4,649		5,000		351	
	Deaf and Hard of Hearing						
12-2230-493031-19523-2420	Instructional Assistant - Hourly - G. Reyes	6,000		2,125		3,875	
12-2230-493031-19523-3321	Medicare - Instructional	87		31		56	
12-2230-493031-19523-3331	PARS - Instructional	78		28		50	
12-2230-493031-19523-3431	H & W Retiree - Instructional	60					60
12-2230-493031-19523-3511	SUI - Instructional	3		6		3	

6.1 (9)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09
 CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST
 PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493031-19523-3611	WCI - Instructional	132		47			85
	Learning Disabled						
12-2230-493031-19525-1110	Contract Instructors - B. Choo 50%; M. Kobane 50%	89,621		90,810		1,189	
12-2230-493031-19525-1310	Part-Time Instructors (Siegal/Stotelmeyer)			4,500		4,500	
12-2230-493031-19525-1313	Beyond Contract Instructors						
12-2230-493031-19525-1314	Int/Summer Beyond Contract - B. Choo;M. Kobane	10,832		14,354		3,522	
12-2230-493031-19525-1450	Part-Time Coordinators						
12-2230-493031-19525-1484	Int/Summer Beyond Contract - Reassigned B. Choo; M.Kobane; D. Dutton	16,914		9,598			7,316
12-2230-493031-19525-2420	Instructional Assistants - Hourly	30,000		13,206			16,794
12-2230-493031-19525-3111	STRS - Instructional	8,399		9,468		1,069	
12-2230-493031-19525-3115	STRS - Non-Instructional						300
12-2230-493031-19525-3321	Medicare - Instructional	2,156		1,856			245
12-2230-493031-19525-3325	Medicare - Non-Instructional	245					279
12-2230-493031-19525-3331	PARS - Instructional	435		156			
12-2230-493031-19525-3411	H & W - Instructional	13,650		14,005		355	
12-2230-493031-19525-3431	H & W Retiree - Instructional	910					910
12-2230-493031-19525-3435	H & W Retiree - Non-Instructional						
12-2230-493031-19525-3511	SUI - Instructional	45		385		340	
12-2230-493031-19525-3515	SUI - Non-Instructional						
12-2230-493031-19525-3611	WCI - Instructional	2,001		2,817		816	
12-2230-493031-19525-3615	WCI - Non-Instructional						
12-2230-493031-19525-3911	Other Benefits - Instructional	1,350		1,250			100
12-2230-493031-19525-6414	Equipment - Software >\$1,000	22,093		10,000			12,093
	Physically Disabled						
12-2230-493031-19526-6410	Equipment -all other >1,000			4,000		4,000	
	Speech/Acquired Brain Injury						
12-2230-493031-19527-1110	Contract Instructors - K. Winkle 75% retired 10-10-08	65,083		15,284			49,799

6.1(10)

President's Approval
 Prepared by Cherie Ericson

Board Approved 2/23/09
 Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatrel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493031-19527-1250	Contract Coordinator	46,760					46,760
12-2230-493031-19527-1310	Part-Time Instructor (V Dietrich)			6,500		6,500	
12-2230-493031-19527-1314	K. Winkler			6,536		6,536	
12-2230-493031-19527-1454	Int/Summer Beyond Contract - Coordinator - R. Miller	3,534		3,141			393
12-2230-493031-19527-1480	Part-Time Reassigned Time						
12-2230-493031-19527-1484	Int/Summer Beyond Contract - Reassigned	36,080					36,080
12-2230-493031-19527-2410	Instructional Assistants - Ongoing	10,000		12,000		2,000	
12-2230-493031-19527-3111	STRS - Instructional	5,453		1,800			3,653
12-2230-493031-19527-3115	STRS - Non-Instructional	6,834		259			6,575
12-2230-493031-19527-3211	PERS - Instructional	931		1,132		201	
12-2230-493031-19527-3311	OASDI - Instructional	9,390		744			8,646
12-2230-493031-19527-3315	OASDI - Non-Instructional						
12-2230-493031-19527-3321	Medicare - Instructional	2,356		495			1,861
12-2230-493031-19527-3325	Medicare - Non-Instructional	1,252		46			1,206
12-2230-493031-19527-3411	H & W - Instructional	13,250		4,724			8,526
12-2230-493031-19527-3431	H & W Retiree - Instructional	1,615					1,615
12-2230-493031-19527-3435	H & W Retiree - Non-Instructional	864					864
12-2230-493031-19527-3511	SUI - Instructional	81		103		22	
12-2230-493031-19527-3515	SUI - Non-Instructional	43		9			34
12-2230-493031-19527-3611	WCI - Instructional	3,574		750			2,824
12-2230-493031-19527-3515	WCI - Non-Instructional	1,900		69			1,831
12-2230-493031-19527-3911	Other Benefits - Instructional	1,013					1,013
	DSPS						
12-2230-642000-19521-1210	Academic Management - J. Mathis 50%	48,204		50,616		2,412	
11-2230-642000-19521-1430	Part-Time Counselors			45,000		45,000	
12-2230-642000-19521-2130	Classified Employees - A. Arredondo 75%; R. Meza 7%	3,030		47,259		44,229	
12-2230-642000-19521-2420	Instructional Asst. (Veterans)			12,000		12,000	
12-2230-642000-19521-3115	STRS - Non-Instructional	4,040		4,176		136	
12-2230-642000-19521-3215	PERS - Non-Instructional	282		4,455		4,173	

6.1(11)

President's Approval
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Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19521-3315	OASDI - Non-Instructional	236		2,999		2,763	
12-2230-642000-19521-3325	Medicare - Non-Instructional	754		1,436		682	
12-2230-642000-19521-3415	H & W - Non-Instructional	13,708		20,046		6,338	
12-2230-642000-19521-3435	H & W Retiree - Non-Instructional	520					520
12-2230-642000-19521-3515	SUI - Non-Instructional	26		297		271	
12-2230-642000-19521-3615	WCI - Non-Instructional	1,144		2,178		1,034	
12-2230-642000-19521-3915	Other Benefits - Non-Instructional	769		1,108		339	
12-2230-642000-19521-4310	Instructional Supplies	4,000		4,000			
12-2230-642000-19521-5300	Inst Dues/Memberships (RFBD)	500		500			
12-2230-642000-19521-5630	Maintenance Contract - Office Equipment	4,720		4,500			220
12-2230-642000-19521-5840	Drinking Water Service	1,000		1,000			
12-2230-642000-19521-5845	Excess/Copies Usage	1,280		1,000			280
12-2230-642000-19521-6410	Equipment - All Other >\$1,000	48,179		25,000			23,179
12-2230-642000-19521-6419	Equipment/Software >\$200 <\$1,000	7,457		5,000			2,457
	DSPS - CEC						
12-2230-642000-19521-2130	Classified Employees	48,235					48,235
12-2230-642000-19521-3215	PERS - Non-Instructional	4,489					4,489
12-2230-642000-19521-3315	OASDI - Non-Instructional	3,074					3,074
12-2230-642000-19521-3325	Medicare - Non-Instructional	719					719
12-2230-642000-19521-3415	H & W - Non-Instructional	8,424					8,424
12-2230-642000-19521-3435	H & W Retiree - Non-Instructional	490					490
12-2230-642000-19521-3515	SUI - Non-Instructional	25					25
12-2230-642000-19521-3615	WCI - Non-Instructional	1,091					1,091
12-2230-642000-19521-3915	Other Benefits	1,350					1,350
12-2230-642000-19521-4210	Books, Mags and Reference Materials - Non-Instructional	1,000		-			1,000
12-2230-642000-19521-4610	Non-Instructional Supplies	3,976		1,500			2,476
	DSPS - CEC						
12-2230-642000-19522-2130	Classified Employees - L. Morrow 100%			52,620		52,620	

6.1 (12)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19522-3215	PERS - Non-Instructional			4,961		4,961	
12-2230-642000-19522-3315	OASDI - Non-Instructional			3,346		3,346	
12-2230-642000-19522-3325	Medicare - Non-Instructional			783		783	
12-2230-642000-19522-3415	H & W - Non-Instructional			8,556		8,556	
12-2230-642000-19522-3435	H & W Retiree - Non-Instructional						
12-2230-642000-19522-3515	SUI - Non-Instructional			162		162	
12-2230-642000-19522-3615	WCI - Non-Instructional			1,187		1,187	
12-2230-642000-19522-3915	Other Benefits			1,350		1,350	
	Deaf and Hard of Hearing						
12-2230-642000-19523-1250	Contract Coordinator - M. Collins 60%	38,575		50,834		12,259	
12-2230-642000-19523-1454	Int/Summer Beyond Contract - Coordinator	14,090					14,090
12-2230-642000-19523-2130	Classified Employees - R. Rodriguez 100%	73,821		-			73,821
12-2230-642000-19523-2320	Classified Employees - Hourly Interpreters			220,000		220,000	
12-2230-642000-19523-2340	Student Assistants - Hourly	3,000					3,000
12-2230-642000-19523-3215	PERS - Non-Instructional	11,771		9,978			1,793
12-2230-642000-19523-3311	OASDI - Instructional						
12-2230-642000-19523-3315	OASDI - Non-Instructional	7,964		6,612			1,352
12-2230-642000-19523-3321	Medicare - Instructional						
12-2230-642000-19523-3325	Medicare - Non-Instructional	1,862		3,940		2,078	
12-2230-642000-19523-3415	H & W - Non-Instructional	14,223		6,189			8,034
12-2230-642000-19523-3431	H & W Retiree - Instructional						
12-2230-642000-19523-3435	H & W Retiree - Non-Instructional	1,284					1,284
12-2230-642000-19523-3511	SUI - Instructional						
12-2230-642000-19523-3515	SUI - Non-Instructional	64		815		751	
12-2230-642000-19523-3611	WCI - Instructional						
12-2230-642000-19523-3615	WCI - Non-Instructional	2,826		5,976		3,150	
12-2230-642000-19523-3911	Other Benefits - Instructional						
12-2230-642000-19523-3915	Other Benefits - Non-Instructional	1,957		810			1,147
12-2230-642000-19523-5100	Contracted Services (Interpreting/Captioning)	100,000		100,000			

6.1(13)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
	High Tech Center						
12-2230-642000-19524-1484	Int/Summer Beyond Contract - Reassigned	6,536					6,536
12-2230-642000-19524-2130	Classified Employees - S. Bowman 100%	65,556		67,200		1,644	
12-2230-642000-19524-2420	Instructional Assistants - Hourly - G. Herrera	6,000		6,000			
12-2230-642000-19524-3215	PERS - Non-Instructional	6,101		6,336		235	
12-2230-642000-19524-3315	OASDI - Non-Instructional	4,148		4,250		102	
12-2230-642000-19524-3321	Medicare - Instructional	87		87			
12-2230-642000-19524-3325	Medicare - Non-Instructional	970		994		24	
12-2230-642000-19524-3331	PARS - Instructional	78		78			
12-2230-642000-19524-3415	H & W - Non-Instructional	9,808		10,307		499	
12-2230-642000-19524-3431	H & W Retiree - Instructional	60					60
12-2230-642000-19524-3435	H & W Retiree - Non-Instructional	669					669
12-2230-642000-19524-3511	SUI - Instructional	30		18			12
12-2230-642000-19524-3515	SUI - Non-Instructional	33		206		173	
12-2230-642000-19524-3611	WCI - Instructional	132		132			
12-2230-642000-19524-3615	WCI - Non-Instructional	1,472		1,508		36	
12-2230-642000-19524-3915	Other Benefits - Non-Instructional	1,350		1,350			
	Learning Disabled						
12-2230-493031-19525-1310	Part-Time Instructors - G Siegal; S. Stoltemeir 2LHE each - Spring			3,911		3,911	
12-2230-642000-19525-1441	Sub Nurses - Hourly						30,000
12-2230-642000-19525-1460	Part-time Physicians/Psychologists - D. Decker; L. Rich	50,000		20,000			
12-2230-642000-19525-1483	Beyond Contract - Reassigned Time						
12-2230-642000-19525-1484	Int/Summer Beyond Contract - Reassigned Time D. Dutton (Interssession)			1,556		1,556	
12-2230-642000-19525-2130	Classified Employees - L. Janus 100%; R. Norris 100%	107,180		107,180			
12-2230-642000-19525-3111	STRS - Instructional			322		322	
12-2230-642000-19525-3115	STRS - Non-Instructional	223		112			111
12-2230-642000-19525-3215	PERS - Non-Instructional	9,974		10,103		129	

6.1 (14)

President's Approval
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Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19525-3315	OASDI - Non-Instructional	9,913		6,805			3,108
12-2230-642000-19525-3321	Medicare - Instructional			57		57	
12-2230-642000-19525-3325	Medicare - Non-Instructional	2,318		1,905			413
12-2230-642000-19525-3325	PARS - Non-Instructional			260		260	
12-2230-642000-19525-3415	H & W - Non-Instructional	22,188		12,846			9,342
12-2230-642000-19525-3435	H & W Retiree - Non-Instructional	1,599					1,599
12-2230-642000-19525-3511	SUI - Instructional			12		12	
12-2230-642000-19525-3515	SUI - Non-Instructional	80		395		315	
12-2230-642000-19525-3611	WCI - Instructional			86		86	
12-2230-642000-19525-3615	WCI - Non-Instructional	3,517		2,889			628
12-2230-642000-19525-3915	Other Benefits - Non-Instructional	2,700		2,588			112
12-2230-642000-19525-4610	Non-Instructional Supplies	11,150		8,000			3,150
12-2230-642000-19525-5100	Contracted Services						
12-2230-642000-19525-5220	Mileage/Parking Expense	7		30		23	
12-2230-642000-19525-5630	Maintenance Contract - Office Equipment						
12-2230-642000-19525-5940	Reproduction/Printing Expense	1,000		1,500		500	
	Physically Disabled						
12-2230-642000-19526-1250	Contract Coordinator - M. Aguilar 70%	52,380		56,586		4,206	
12-2230-642000-19526-1454	Int/Summer Beyond Contract - Coordinator	15,000					15,000
12-2230-642000-19526-2130	Classified Employees - A. Romo de Gonzalez 100% A. Treat 100%	83,844		83,844			
12-2230-642000-19526-3111	STRS - Instructional						
12-2230-642000-19526-3115	STRS - Non-Instructional	5,837		4,618			1,219
12-2230-642000-19526-3215	PERS - Non-Instructional	7,803		7,900		97	
12-2230-642000-19526-3315	OASDI - Non-Instructional	9,585		5,356			4,229
12-2230-642000-19526-3325	Medicare - Non-Instructional	2,242		2,086			156
12-2230-642000-19526-3415	H & W - Non-Instructional	31,905		28,980			2,925
12-2230-642000-19526-3435	H & W Retiree - Non-Instructional	1,546					1,546
12-2230-642000-19526-3511	SUI - Instructional						

6.1 (15)

President's Approval
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Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19526-3515	SUI - Non-Instructional	77		431		354	
12-2230-642000-19526-3611	WCI - Instructional						
12-2230-642000-19526-3615	WCI - Non-Instructional	3,401		3,165			236
12-2230-642000-19526-3911	Other Benefits - Instructional						
12-2230-642000-19526-3915	Other Benefits - Non-Instructional	3,375		3,463		88	
	Speech/Acquired Brain Injury						
12-2230-642000-19527-1250	Contract Coordinator - R. Miller 60%	46,759		51,638		4,879	
12-2230-642000-19527-1310	Part Time Instructors			6,953		6,953	
12-2230-642000-19527-1454	Int/Summer Beyond Contract - Coordinator - R. Miller	3,268		3,268			
12-2230-642000-19527-1455	Int/Summer Beyond Contract - Reassigned	16,967					16,967
12-2230-642000-19527-1484	K. Winkler			1,634		1,634	
12-2230-642000-19527-2130	Classified Employees - A. Tran 100%; M. Whitney 100%	70,390		78,230		7,840	
12-2230-642000-19527-2210	Instructional Assistants - Full Time	28,033					28,033
12-2230-642000-19527-2320	Classified Employees - Hourly	3,000		6,000		3,000	
12-2230-642000-19527-3111	STRS - Instructional			574		574	
12-2230-642000-19527-3115	STRS - Non-Instructional	4,136		4,665		529	
12-2230-642000-19527-3211	PERS - Instructional	2,609					2,609
12-2230-642000-19527-3215	PERS - Non-Instructional	6,550		7,375		825	
12-2230-642000-19527-3311	OASDI - Instructional	1,822					1,822
12-2230-642000-19527-3315	OASDI - Non-Instructional	4,573		5,004		431	
12-2230-642000-19527-3321	Medicare - Instructional	426		101			325
12-2230-642000-19527-3325	Medicare - Non-Instructional	727		2,001		1,274	
12-2230-642000-19527-3411	H & W - Instructional	8,424					8,424
12-2230-642000-19527-3415	H & W - Non-Instructional	23,828		18,255			5,573
12-2230-642000-19527-3431	H & W Retiree - Instructional	294					294
12-2230-642000-19527-3435	H & W Retiree - Non-Instructional	1,546					1,546
12-2230-642000-19527-3511	SUI - Instructional	15		21		6	
12-2230-642000-19527-3515	SUI - Non-Instructional	77		414		337	
12-2230-642000-19527-3611	WCI - Instructional	646		153			493

6.1(16)

President's Approval
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Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 08/09

CONTRACT PERIOD 7/01/08 - 6/30/09

CONTRACT INCOME \$1,919,252

PROJ ADM S LUNDQUIST

PROJ DIR J MATHIS

CFDA #

DATE 11/13/08

Datatel String	Description	Existing Budget		Revised Budget		Difference +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19527-3615	WCI - Non-Instructional	3,401		3,036			
12-2230-642000-19527-3911	Other Benefits - Instructional	1,350					365
12-2230-642000-19527-3915	Other Benefits - Non-Instructional	3,375					1,350
	Psychological Disabilities			3,225			150
12-2230-642000-19528-1250	Contract Coordinator - S.Salgado 50%	34,930					
12-2230-642000-19528-1464	S.Salgado (Summer)			43,710		8,780	
12-2230-642000-19528-3115	STRS - Non-Instructional			1,812		1,812	
12-2230-642000-19528-3325	Medicare - Non-Instructional	2,882		3,755		873	
12-2230-642000-19528-3415	H & W - Non-Instructional	506		669		163	
12-2230-642000-19528-3435	H & W Retiree - Non-Instructional	9,807		2,534			7,273
12-2230-642000-19528-3515	SUI - Non-Instructional	349					349
12-2230-642000-19528-3515	SUI - Non-Instructional	17		138		121	
12-2230-642000-19528-3615	WCI - Non-Instructional	768		1,015		247	
12-2230-642000-19528-3915	Other Benefits - Non-Instructional	1,350		625			725
12-2230-675000-19526-5210	Conference Expense	4,500					
	Totals	1,990,476	1,990,476	1,913,252	1,913,252	616,489	616,489

6.1(17)

President's Approval
Prepared by Cherie Ericson

Board Approved 2/23/09
Accountant Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET # 2274

NAME: Enrollment Growth for Nursing ADN Programs - Year 1

FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTRACT INCOME: 152,600

Augmentation 108,087

Revised Total 260,687

RFA Spec #: 08-0116-54

PROJ. ADM. Becky Miller

PROJ. DIR.

DATE: 7/11/08

Date 1st Rev: 1/23/09

			250,661
12-2274-000000-10000-8659	Other Reimb Categorical		10,026
12-2274-000000-50000-8659	Other Reimb Categorical		
12-2274-123010-16640-1110	Contract Instructors	78,975	
12-2274-123010-16640-1310	PT Instructors	14,680	
12-2274-123010-16640-1313	Beyond Contract - Instrucion	1,072	
12-2274-123010-16640-1480	PT Reassigned Time	5,902	
12-2274-123010-16640-1483	Beyond Contract - Reassigned Time	0	
12-2274-123010-16640-1484	Int/Sum - Reassigned Time - Beyond Contract Instructors	0	
12-2274-123010-16640-1485	Int/Sum - Reassigned Time - PT instructors	0	
12-2274-123010-16640-2320	Classified - Hourly	3,521	
12-2274-123010-16640-2440	Instructional Associates (CTAs)	49,000	
12-2274-123010-16640-2350	Overtime - Classified	1,750	
12-2274-123010-16640-3111	STRS - Instructional	8,750	
12-2274-123010-16640-3115	STRS - Non-instructional	339	
12-2274-123010-16640-3215	PERS - Non-instructional	163	
12-2274-123010-16640-3315	OASDHI - Non-instructional	109	
12-2274-123010-16640-3321	Medicare - Instructional	1,933	
12-2274-123010-16640-3325	Medicare - Non-instructional	136	
12-2274-123010-16640-3331	PARS - Instructional	638	
12-2274-123010-16640-3335	PARS - Non-instructional	46	
12-2274-123010-16640-3411	H & W - Instructional	7,902	
12-2274-123010-16640-3431	H & W Ret Fnd - Instructional	0	
12-2274-123010-16640-3435	H & W Ret Fnd - Non-instructional	0	
12-2274-123010-16640-3511	SUI - Instructional	217	
12-2274-123010-16640-3515	SUI - Non-instructional	15	
12-2274-123010-16640-3611	WCI - Instructional	3,533	
12-2274-123010-16640-3615	WCI - Non-instructional	206	
12-2274-123010-16640-3911	Other Benefits - Instructional	1,266	
12-2274-123010-16640-4310	Instructional Supplies	0	
12-2274-123010-16640-4610	Non-instructional Supplies	1,156	
12-2274-123010-16640-5100	Contracted Services	1,875	
12-2274-123010-16640-5630	Maintenance Contract - Office Equipment	252	
12-2274-123010-16640-5845	Excess/Copies Usage	252	
12-2274-123010-16640-6412	Conference Table	500	
12-2274-123010-16640-6415	Equipment Technology > \$1,000	40,600	
12-2274-631000-16640-1230	Contract Counselor	9,729	
12-2274-631000-16640-3115	STRS - Non-instructional	803	
12-2274-631000-16640-3325	Medicare - Non-instructional	143	
12-2274-631000-16640-3415	Health & Welfare - Non-instructional	727	
12-2274-631000-16640-3435	H & W Ret Fnd - Non-instructional	0	
12-2274-631000-16640-3515	SUI - Non-instructional	5	

President's Approval:
Prepared by: Sarah Santoyo

Board Approved: June 30, 2008
Augmentation Approved: February 2, 2009
Accountant: Josefina Penning

SPECIAL PROJECT DETAILED BUDGET # 2274

NAME: Enrollment Growth for Nursing ADN Programs - Year 1

FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09

PROJ. ADM. Becky Miller

CONTRACT INCOME: 152,600

PROJ. DIR.

Augmentation 108,087

DATE. 7/11/08

Revised Total 260,687

Date 1st Rev: 1/23/09

RFA Spec #: 08-0116-54

Fund String	Description	Revised	
		Debit	Credit
12-2274-631000-16640-3615	WCI - Non-instructional	217	
12-2274-631000-16640-3915	Other Benefits - Non-instructional	113	2,006
12-2274-675000-16640-5210	Conferences	1,000	
12-2274-732000-16640-7610	Books Paid for Students	13,139	2,006
12-2274-732000-16640-7620	Fees Paid for Students		
12-2274-672000-50000-5865	Indirect (4%)	10,026	
		260,687	260,687

President's Approval:
Prepared by: Sarah Santoyo

Board Approved: June 30, 2008
Augmentation Approved: February 2, 2009
Accountant: Josefina Penning

SPECIAL PROJECT DETAILED BUDGET # 1580
NAME: Job Dev., Training & Placement Program for the Disabled - Workability III
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 to 6/30/09
 CONTRACT INCOME: \$361,207

PROJ. ADM. Micki Bryant
 PROJ. DIR. Sandy Morris

CFDA #. 84,126A

DATE 01/16/09

Dataset String	Description	Existing in Dataset		Revised Budget		Changes ±	
		Debit	Credit	Debit	Credit	Debit	Credit
11-0000-679000-17100-5999	SAC - Control Account		56,350		55,256	1,094	
11-1580-000000-10000-5998	Special Project Match Contrib	56,350		55,256			1,094
	Totals - Match funds	56,350	56,350	55,256	55,256	1,094	1,094
12-1580-000000-10000-8199	Other Federal Revenues		351,673		361,207		9,534
12-1580-000000-50000-8199	Other Federal Revenues					-	
12-1580-647000-19529-1280	Contract - Reassigned Time (Sandy Morris - 65%)	59,501		59,501		-	
12-1580-647000-19529-1480	Part-Time Reassigned Time (S. Morris - 10 days)	4,577		-			4,577
12-1580-647000-19529-1483	Beyond Contract - Coordinator	-				-	
12-1580-647000-19529-1484	Int/Sum Beyond Contract - reassigned time	-		4,577		4,577	
12-1580-647000-19529-2130	Classified Employees - Aliah Silva (100%) - Kathleen Delaney (75%) - Elizabeth Pinon (100%)	149,437		154,448		5,011	
12-1580-647000-19529-2310	Classified Employees - Ongoing - Jeannette Gahagan - Jacquelyn Hernandez	36,386		38,362		1,976	
12-1580-647000-19529-2320	Classified Employees - Hourly	-		7,258		7,258	
12-1580-647000-19529-3115	STRS - Non-Instructional	5,286		5,493		207	
12-1580-647000-19529-3215	PERS - Non-Instructional	17,293		18,270		977	
12-1580-647000-19529-3315	OASDHI - Non-Instructional	11,802		12,634		832	
12-1580-647000-19529-3325	Medicare - Non-Instructional	2,760		2,955		195	
12-1580-647000-19529-3335	PARS - Non-Instructional	-		95		95	
12-1580-647000-19529-3415	H & W - Non-Instructional	44,562		40,749			3,813
12-1580-647000-19529-3435	H & W - Retiree Fund Non-Inst	2,544		-			2,544
12-1580-647000-19529-3515	SUI - Non-Instructional	127		806		679	
12-1580-647000-19529-3615	WCI - Non-Instructional	5,598		5,911		313	
12-1580-647000-19529-3915	Other Benefits - Non-Instruct	4,535		4,525			10
12-1580-647000-19529-4210	Books, Mags, & Ref. Materials (Non-Lib)	500		623		123	
12-1580-647000-19529-4610	Non-Instructional Supplies	1,600		2,000		400	

6.1 (20)

President's Approval:
 Prepared by: Huong Nguyen
 Original Budget

Board Approved. 02/02/09
 Accountant: Felix P. Maniban

SPECIAL PROJECT DETAILED BUDGET # 1580
NAME: Job Dev., Training & Placement Program for the Disabled - Workability III
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 to 6/30/09
 CONTRACT INCOME: \$361,207

PROJ. ADM. Micki Bryant
 PROJ. DIR. Sandy Morris

CFDA #: 84,126A

DATE: 01/16/09

Detail String	Description	Existing in Detail		Revised Budget		Changes ±	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1580-647000-19529-5220	Mileage Expenses	1,165		2,000		835	
12-1580-675000-19529-5210	Conference Expenses	4,000		1,000			3,000
	TOTALS	351,673	351,673	361,207	361,207	23,478	23,478
	In-Kind Match: (Certified Expend \$76,537)						
	- Bart Hoffman (22%)						
	- Monica Porter (10%)						
	- Marisela Godnez (20%)						
	- Margaret Klase (10%)						

6.1 (21)

President's Approval:
 Prepared by: Huong Nguyen
 Original budget

Board Approved: 02/02/09
 Accountant: Felix Panganiban

**SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SCC NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009**

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
SCCOEC 738,192
DISTRICT PORTION 44,322

PROJ. ADM. Jose Vargas
PROJ. DIR. Jose Varg

ALLOCATION 782,514

NONCREDIT SCCOEC		
12_2490_000000_20000_8629	Other Gen Categorical Apport	738,192
		DISTRICT PORTION 44,322
Continuing Education Division		
12_2490_601000_28100_1410	Part-Time Academic Management Harris Huston Johnson Lawrence Giampiccolo Sampson	42,000
12_2490_601000_28100_2130	Classified - Employees	
12_2490_601000_28100_3100	STRS	
12_2490_601000_28100_3115	STRS - Non-Instructional	3,465
12_2490_601000_28100_3320	Medicare	
12_2490_601000_28100_3325	Medicare - Non-Instructional	609
12_2490_601000_28100_3430	Health & Welfare -Retiree Fund	
12_2490_601000_28100_3435	H & W - Retiree Fund Non-Inst	420
12_2490_601000_28100_3500	SUI	
12_2490_601000_28100_3515	SUI - Non-Instructional	21
12_2490_601000_28100_3600	Workers' Compensation	
12_2490_601000_28100_3615	WCI - Non-Instructional	924
12_2490_601000_28100_4610	Non-Instructional Supplies	2,502
12_2490_601000_28100_5610	Lease Agreement - Equipment	0
12_2490_601000_28100_5660	Software Support Services	0
12_2490_601000_28100_6410	Equipment - All Other > \$1,000	0
12_2490_601000_28100_6412	Equipment - modular furniture	0
12_2490_675000_28100_5210	Conference Expenses	3,000

President's Approval:
Prepared by: L Melendez

6.1 (22)
Board Approved:
1/23/2008

SPECIAL PROJECT DETAILED BUDGET # 2490

NAME: SCC NON-CREDIT MATRICULATION

FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009

SCCOEC 738,192

DISTRICT PORTION 44,322

PROJ. ADM. Jose Vargas

PROJ. DIR. Jose Vargas

ALLOCATION 782,514

NONCREDIT SCCOEC		
12_2490_000000_20000_8629	Other Gen Categorical Apport	738,192
Admission & Records		
12_2490_620000_28100_2130	Classified Employees Rodriguez, Gisela Administrative Clerk @ 10% Trujillo., Araceli Student Program Specialist @ 100% Vildosola, Gloria Administrative Clerk @ 100%	102,738
12_2490_620000_28100_2310	Classified Employees - Ongoing Camarena, Evangelina Intermediate Clerk @ 35%	5,700
12_2490_620000_28100_2320	Classified Employees - Hourly	0
12_2490_620000_28100_2340	Student Hourly	0
12_2490_620000_28100_2350	Overtime - Classified Employees	0
12_2490_620000_28100_3200	PERS	
12_2490_620000_28100_3215	PERS - Non-Instructional	10,223
12_2490_620000_28100_3310	OASDHI	
12_2490_620000_28100_3315	OASDHI - Non-Instructional	6,991
12_2490_620000_28100_3320	Medicare	
12_2490_620000_28100_3325	Medicare - Non-Instructional	1,635
12_2490_620000_28100_3330	PARS	
12_2490_620000_28100_3335	PARS - Non-Instructional	0
12_2490_620000_28100_3410	Health & Welfare	
12_2490_620000_28100_3415	H & W - Non-Instructional	19,301
12_2490_620000_28100_3430	Health & Welfare -Retiree Fund	
12_2490_620000_28100_3435	H & W - Retiree Fund Non-Inst	1,071
12_2490_620000_28100_3500	SUI	
12_2490_620000_28100_3515	SUI - Non-Instructional	34
12_2490_620000_28100_3600	Workers' Compensation	
12_2490_620000_28100_3615	WCI - Non-Instructional	2,481
12_2490_620000_28100_3600	Other Benefits	
12_2490_620000_28100_3915	Other Benefits - Non-Instruct	4,320
12_2490_620000_28100_4610	Non-Instructional Supplies	2,501
12_2490_620000_28100_5100	Contracted Services	1,501
12_2490_620000_28100_5660	Software Support Services	6,254
12_2490_620000_28100_5940	Reproduction/Printing Expenses	0
12_2490_620000_28100_6410	Equipment - All Other > \$1,000	0

President's Approval:
Prepared by: L. Melendez

6.1 (23)
Board Approved:

**SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SCC NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009**

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
SCCOEC 738,192
DISTRICT PORTION 44,322

PROJ. ADM. Jose Vargas
PROJ. DIR. Jose Vargas

ALLOCATION 782,514

NONCREDIT SCCOEC		
12_2490_000000_20000_8629	Other Gen Categorical Apport	738,192
Counseling & Guidance		
12_2490_631000_28100_1430	Part-Time Counselors payrolls--1a to 4a Fisher, Perez, Garcia, Hernandez, Gonzales, Giam, Azimi,	83,457
12_2490_631000_28100_1450	Part-Time Coordinators	0
12_2490_631000_28100_1480	Part-Time Reassigned Time	0
12_2490_631000_28100_1483	Beyond Contract Reassigned Time Aguilera, Salaz.,	6,700
12_2490_631000_28100_2130	Classified Employees	0
12_2490_631000_28100_2310	Classified Employees - Ongoing Barbery, Felicidad Monica @ 100%	15,899
12_2490_631000_28100_2320	Classified Employees - Hourly	0
12_2490_631000_28100_3100	STRS	
12_2490_631000_28100_3115	STRS - Non-Instructional	7,438
12_2490_631000_28100_3200	PERS	
12_2490_631000_28100_3215	PERS - Non-Instructional	1,499
12_2490_631000_28100_3310	OASDHI	
12_2490_631000_28100_3315	OASDHI - Non-Instructional	986
12_2490_631000_28100_3320	Medicare	
12_2490_631000_28100_3325	Medicare - Non-Instructional	1,538
12_2490_631000_28100_3430	Health & Welfare -Retiree Fund	
12_2490_631000_28100_3415	Health & Welfare	0
12_2490_631000_28100_3435	H & W - Retiree Fund Non-Inst	1,061
12_2490_631000_28100_3500	SUI	
12_2490_631000_28100_3515	SUI - Non-Instructional	32
12_2490_631000_28100_3600	Workers' Compensation	
12_2490_631000_28100_3615	WCI - Non-Instructional	2,335

6.1 (24)

President's Approval:
Prepared by: L. Melendez

Board Approved:
1/23/2009

**SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SCC NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009**

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
SCCOEC 738,192
DISTRICT PORTION 44,322

PROJ. ADM. Jose Vargas
PROJ. DIR. Jose Varg

ALLOCATION 782,514

Description		
	NONCREDIT SCCOEC	
12_2490_000000_20000_8629	Other Gen Categorical Apport	738,192
	Student Assessment	
12_2490_632000_28100_2130	Classified Employees Aguirre, Rosa @ 100%	40,872
12_2490_632000_28100_2310	Classified Employees - Ongoing Garcia, A @ 100%	12,904
12_2490_632000_28100_2320	Classified Employees - Hourly	0
12_2490_632000_28100_3200	PERS	
12_2490_632000_28100_3215	PERS - Non-Instructional	3,262
12_2490_632000_28100_3310	OASDHI	
12_2490_632000_28100_3315	OASDHI - Non-Instructional	3,418
12_2490_632000_28100_3320	Medicare	
12_2490_632000_28100_3325	Medicare - Non-Instructional	799
12_2490_632000_28100_3330	PARS	
12_2490_632000_28100_3335	PARS - Non-Instructional	106
12_2490_632000_28100_3410	Health & Welfare	
12_2490_632000_28100_3415	H & W - Non-Instructional	13,910
12_2490_632000_28100_3430	Health & Welfare -Retires Fund	
12_2490_632000_28100_3435	H & W - Retiree Fund Non-Inst	551
12_2490_632000_28100_3500	SUI	
12_2490_632000_28100_3515	SUI - Non-Instructional	17
12_2490_632000_28100_3600	Workers' Compensation	
12_2490_632000_28100_3615	WCI - Non-Instructional	1,213
12_2490_632000_28100_3900	Other Benefits	
12_2490_632000_28100_3915	Other Benefits - Non-Instruct	1,350

President's Approval:
Prepared by: I. Melendez

6.1 (26)

Board Approved:

SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SCC NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
 SCCOEC 738,192
 DISTRICT PORTION 44,322

PROJ. ADM. Jose Vargas
 PROJ. DIR. Jose Vargas

ALLOCATION 782,514

NONCREDIT SCCOEC		
12_2490_000000_20000_8629	Other Gen Categorcal Apport	738,192
Student Services		
12_2490_649000_28100_1450	Part-Time Coordinator	0
12_2490_649000_28100_1480	Part-Time Reassignment Time	5,000
12_2490_649000_28100_2130	Classified Employees Garcia, Isabel SSS @100% Touyanou, Rosemary SSC @55% Tse., Enda ASS @87% Villegas., Leyvi SSS @86%	176,421
12_2490_649000_28100_2310	Classified Employees - Ongoing Boeglin., @100% Gutierrez., @100%	35,209
12_2490_649000_28100_2320	Classified Employees - Hourly	0
12_2490_649000_28100_2350	Overtime - Classified Employees	0
12_2490_649000_28100_3200	PERS	
12_2490_649000_28100_3215	PERS - Non-Instructional	20,424
12_2490_649000_28100_3310	OASDHI	
12_2490_649000_28100_3315	OASDHI - Non-Instructional	13,431
12_2490_649000_28100_3320	Medicare	
12_2490_649000_28100_3325	Medicare - Non-Instructional	3,201
12_2490_649000_28100_3330	PARS	
12_2490_649000_28100_3335	PARS - Non-Instructional	0
12_2490_649000_28100_3410	Health & Welfare	
12_2490_649000_28100_3415	H & W - Non-Instructional	32,574
12_2490_649000_28100_3430	Health & Welfare -Retiree Fund	
12_2490_649000_28100_3435	H & W - Retiree Fund Non-Inst	2,208
12_2490_649000_28100_3500	SUI	
12_2490_649000_28100_3515	SUI - Non-Instructional	66
12_2490_649000_28100_3600	Workers' Compensation	
12_2490_649000_28100_3615	WCI - Non-Instructional	4,857

6.1 (27)

President's Approval:
 Prepared by: L. Melendez

Board Approved:
 1/23/2009

SPECIAL PROJECT DETAILED BUDGET # 2490

NAME: SAC - NON-CREDIT MATRICULATION

FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009

CONTRACT INCOME: **2,122,140**

PROJ. ADM. Sergio Sotelo

PROJ. DIR. Sergio Sotelo

DATE: 1/16/09

NONCREDIT SAC CEC		
12_2490_000000_10000_8629	Other Gen Categorical Apport	2,122,140
	SAC DO Contributions Research Operations	75,447.03
	SAC DO Contributions Resource Operations	32,627.64
	Allocation	2,122,140
	Balance	0
ADMISSION & RECORDS		
12_2490_620000_18100_2130	Classified Employees Orozco, Christina Senior Clerk @ 100%	47,976.00
12_2490_620000_18100_2310	Classified Employees - Ongoing Aquila, Meraz (Leon), Norma Admissions Asst., Molinda, Clara Admissions Asst., Mora, Irma Admissions Asst., Romero, Isadora Intermediate Clerk	64,938.00
12_2490_620000_18100_2320	Classified Employees - Hourly Garcia, Jorge A & R Knepper, Mana A & R Meleco, Patricia GOC Vo, QU	40,000.00
12_2490_620000_18100_2350	Overtime - Classified Employees	0.00
12_2490_620000_18100_3200	PERS	
12_2490_620000_18100_3215	PERS - Non-Instructional	14,416.73
12_2490_620000_18100_3310	OASDHI	
12_2490_620000_18100_3315	OASDHI - Non-Instructional	9,564.37
12_2490_620000_18100_3320	Medicare	
12_2490_620000_18100_3325	Medicare - Non-Instructional	2,236.83
12_2490_620000_18100_3330	PARS	
12_2490_620000_18100_3335	PARS - Non-Instructional	200.00
12_2490_620000_18100_3410	Health & Welfare	
12_2490_620000_18100_3415	H & W - Non-Instructional	15,853.90
12_2490_620000_18100_3430	Health & Welfare -Retiree Fund	
12_2490_620000_18100_3435	H & W - Retiree Fund Non-Inst	493.26
12_2490_620000_18100_3500	SUI	
12_2490_620000_18100_3515	SUI - Non-Instructional	462.79
12_2490_620000_18100_3600	Workers' Compensation	
12_2490_620000_18100_3615	WCI - Non-Instructional	3,393.81
12_2490_620000_18100_3900	Other Benefits	
12_2490_620000_18100_3915	Other Benefits - Non-Instruct	1,350.00
12_2490_620000_18100_5660	Software Support Service	13,300.00

President's Approvals:

Prepared by: Lorraine Melendez

2008-2009 2490 sac NONCREDIT MATRICDataatel detailed budget FOR DOCKET.XLS 1 of 7

6.1 (29)

Accountant: JoJo Penning
1/23/2009

SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SAC - NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
 CONTRACT INCOME: 2,122,140

PROJ. ADM. Sergio Sotelo
 PROJ. DIR. Sergio Sotelo

DATE: 1/16/09

NONCREDIT SAC CEC		
12_2490_000000_10000_8629	Other Gen Categorical Apport	2,122,140
	SAC DO Contributions Research Operations	75,447.03
	SAC DO Contributions Resource Operations	32,627.64
	Allocation	2,122,140
	Balance	0
COUNSELING & GUIDANCE		
12_2490_631000_18100_1230	Contract Counselors	0.00
12_2490_631000_18100_1250	Contract Coordinator	0.00
12_2490_631000_18100_1430	Part-Time Counselors	222,300.00
12_2490_631000_18100_1431	Sub-Counselors	0.00
12_2490_631000_18100_1433	Beyond Contact Counselors	75,000.00
12_2490_631000_18100_1435	Int/Sum-Counselors, Part-Time	30,000.00
12_2490_631000_18100_1483	Beyond Contact Reassigned Time	166.02
12_2490_631000_18100_1484	Int/summer Reassigned Time	2,360.73
12_2490_631000_18100_2130	Classified Employees	0.00
12_2490_631000_18100_2310	Classified Employees - Ongoing	20,000.00
12_2490_631000_18100_2320	Classified Employees - Hourly..	30,000.00
12_2490_631000_18100_3100	STRS	
12_2490_631000_18100_3115	STRS - Non-Instructional	27,210.71
12_2490_631000_18100_3200	PERS	
12_2490_63100_18100_3215	PERS - Non-Instructional	4,714.00
12_2490_631000_18100_3310	OASDHI	
12_2490_631000_18100_3315	OASDHI - Non-Instructional	3,100.00
12_2490_631000_18100_3320	Medicare	
12_2490_631000_18100_3325	Medicare - Non-Instructional	5,507.49
12_2490_631000_18100_3330	PARS	
12_2490_631000_18100_3335	PARS - Non-Instructional	0.00
12_2490_631000_18100_3410	Health & Welfare	
12_2490_631000_18100_3415	H & W - Non-Instructional	0.00
12_2490_631000_18100_3430	Health & Welfare -Retiree Fund	
12_2490_631000_18100_3435	H & W - Retiree Fund Non-Inst	3,798.27
12_2490_631000_18100_3500	SUI	
12_2490_631000_18100_3515	SUI - Non-Instructional	1,139.48
12_2490_631000_18100_3600	Workers' Compensation	
12_2490_631000_18100_3615	WCI - Non-Instructional	1,754.22
12_2490_631000_18100_3900	Other Benefits	
12_2490_631000_18100_3915	Other Benefits - Non-Instruct	0.00

6.1 (30)

SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SAC - NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
 CONTRACT INCOME: 2,122,140

PROJ. ADM. Sergio Sotelo
 PROJ. DIR. Sergio Sotelo

DATE: 1/16/09

NONCREDIT SAC CEC		
12_2490_000000_10000_8629	Other Gen Categorical Apport	2,122,140
	SAC DO Contributions Research Operations	75,447.03
	SAC DO Contributions Resource Operations	32,627.64
	Allocation	2,122,140
	Balance	0
STUDENT ASSESSMENT		
12_2490_632000_18100_1230	Contract Counselors	0.00
12_2490_632000_18100_1236	Sub Counselors	0.00
12_2490_632000_18100_1250	Contract Coordinator Pena, Violeta @ 20%	21,291.00
12_2490_632000_18100_1430	Part-Time Counselors	0.00
12_2490_632000_18100_1431	Sub Counselors	8,406.00
12_2490_632000_18100_1434	Int/Sum- Beyond Counselors	41.46
12_2490_632000_18100_1435	Int/Sum-Counselors, Part-Time	32,439.00
12_2490_632000_18100_2130	Classified Employees Lopez-Sanchez, Sarah A @ 100%	36,920.00
12_2490_632000_18100_2310	Classified Employees - Ongoing	0.00
12_2490_632000_18100_2320	Classified Employees - Hourly Barajas, Mora, Villa, Vega, Brito, Trujillo, Ramirez, Banda Caja, Ranz, Corona, Serra, Bizon Cruz, Meraz, Loayz, Magal De la Cruz, Lopez, Faya, Puente Palacios, Heath, Barra, Rosaso Sordelli, Guill, Hodge, Aquileia	136,000.00
12_2490_632000_18100_2340	Student Assistants - Hourly	5,000.00
12_2490_632000_18100_2350	Overtime - Classified Employees	0.00
12_2490_632000_18100_3100	STRS	
12_2490_632000_18100_3115	STRS - Non-Instructional	5,263.29
12_2490_632000_18100_3200	PERS	
12_2490_632000_18100_3215	PERS - Non-Instructional	16,680.02
12_2490_632000_18100_3310	OASDHI	
12_2490_632000_18100_3315	OASDHI - Non-Instructional	11,069.48
12_2490_632000_18100_3320	Medicare	
12_2490_632000_18100_3325	Medicare - Non-Instructional	3,490.40
12_2490_632000_18100_3330	PARS	

6.1 (31)

**SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SAC - NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009**

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
CONTRACT INCOME: 2,122,140

PROJ. ADM. Sergio Sotelo
PROJ. DIR. Sergio Sotelo

DATE: 1/16/09

NONCREDIT SAC CEC		
12_2490_000000_10000_8629	Other Gen Categorical Apport	2,122,140
	SAC DO Contributions Research Operations	75,447.03
	SAC DO Contributions Resource Operations	32,627.64
	Allocation	2,122,140
	Balance	0
STUDENT ASSESSMENT		
12_2490_632000_18100_3335	PARS - Non-Instructional	68.37
12_2490_632000_18100_3410	Health & Welfare	
12_2490_632000_18100_3415	H & W - Non-Instructional	13,200.00
12_2490_632000_18100_3430	Health & Welfare -Retiree Fund	
12_2490_632000_18100_3435	H & W - Retiree Fund Non-Inst	2,407.17
12_2490_632000_18100_3500	SUI	
12_2490_632000_18100_3515	SUI - Non-Instructional	794.37
12_2490_632000_18100_3600	Workers' Compensation	
12_2490_632000_18100_3615	WCI - Non-Instructional	5,411.58
12_2490_632000_18100_3900	Other Benefits	
12_2490_632000_18100_3915	Other Benefits - Non-Instruct	1,620.00
12_2490_632000_18100_4310	Instructional Supplies	0.00
12_2490_632000_18100_4610	Non-Instructional Supplies	30,678.00
12_2490_632000_18100_4620	Non-Instructional Software	8,000.00
12_2490_632000_18100_4710	Food and Food Service Supplies	6,000.00
12_2490_632000_18100_5100	Contracted Services	10,000.00
12_2490_632000_18100_5220	Mileage Expenses	10,000.00
12_2490_632000_18100_5610	Lease Agreement - Equipment	14,000.00
12_2490_632000_18100_5630	Maint Contract - Office Equip	3,500.00
12_2490_632000_18100_5660	Software Support Service	13,300.00
12_2490_632000_18100_5800	Advertising	8,000.00
12_2490_632000_18100_5845	Excess/Copies Usage	2,500.00
12_2490_632000_18100_5925	Postage	4,000.00
12_2490_632000_18100_5940	Reproduction/Printing Expenses	4,000.00
12_2490_632000_18100_5950	Software License and Fees	5,000.00
12_2490_632000_18100_6410	Equipment - All Other > \$1,000	10,000.00
12_2490_632000_18100_6414	Equipment - Software > \$1,000	5,000.00
12_2490_632000_18100_6419	Equip/Software - >\$200 <\$1,000	10,000.00

President's Approvals:

Prepared by: Lorraine Melendez

2008-2009 2490 sac NONCREDIT MATRICDetailed budget FOR DOCKET.XLS 4 of 7

6.1 (32)

Accountant: JoJo Penning
1/23/2009

SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SAC - NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
 CONTRACT INCOME: 2,122,140

PROJ. ADM. Sergio Sotelo
 PROJ. DIR. Sergio Sotelo

DATE: 1/16/09

NONCREDIT SAC CEC		
12_2490_000000_10000_8629	Other Gen Categorical Apport	2,122,140
	SAC DO Contributions Research Operations	75,447.03
	SAC DO Contributions Resource Operations	32,627.64
	Allocation	2,122,140
	Balance	0
STUDENT SERVICES		
12_2490_649000_18100_1410	Part-Time Academic Management Parks, J Landnan Snel	98,980
12_2490_649000_28100_1450	Part-Time Coordinator	65,000.00
12_2490_649000_18100_1455	Int/summer Coordinator Part Time	10,000.00
12_2490_649000_18100_1480	Part-Time Reassigned Time	4,200.00
12_2490_649000_18100_1483	Beyond Contract Reassigned Time	30,000.00
12_2490_649000_18100_1484	Int/summer Beyond Contract Reassigned Time	0.00
12_2490_649000_18100_1485	Int/summer Contract Reassigned Part Time	2,150.00
12_2490_649000_18100_2130	Classified Employees Suarez, Student Services Coordinator @ 100% Kindelan, Hermnia Program Specialist @100% Ruiz, Luisa H.S. Comm Outreach Spec @ 50 % plus increase of \$800 Wnght, Student Serv Coordinator @ 50%	224,261.00
12_2490_649000_18100_2310	Classified Employees - Ongoing	203,100.00
12_2490_649000_18100_2320	Classified Employees - Hourly	16,800.00
12_2490_649000_18100_2340	Student Assistants - Hourly	25,000.00
12_2490_649000_18100_2350	Overtime - Classified Employees	20,000.00
12_2490_649000_18100_3100	STRS	
12_2490_649000_18100_3115	STRS - Non-Instructional	17,174.85
12_2490_649000_18100_3200	PERS	
12_2490_649000_18100_3215	PERS - Non-Instructional	41,875.50

6.1 (33)

SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: SAC - NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
 CONTRACT INCOME: 2,122,140

PROJ. ADM. Sergio Sotelo
 PROJ. DIR. Sergio Sotelo

DATE: 1/16/09

NONCREDIT SAC CEC		
12_2490_000000_10000_8629	Other Gen Categorical Apport	2,122,140
	SAC DO Contributions Research Operations	75,447.03
	SAC DO Contributions Resource Operations	32,627.64
	Allocation	2,122,140
	Balance	0
STUDENT SERVICES		
12_2490_649000_18100_3310	OASDHI - Non-Instructional	
12_2490_649000_18100_3315	OASDHI - Non-Instructional	27,789.08
12_2490_649000_18100_3320	Medicare	
12_2490_649000_18100_3325	Medicare - Non-Instructional	9,548.84
12_2490_649000_18100_3330	PARS	
12_2490_649000_18100_3335	PARS - Non-Instructional	33.00
12_2490_649000_18100_3410	Health & Welfare	
12_2490_649000_18100_3415	H & W - Non-Instructional	21,120.00
12_2490_649000_18100_3430	Health & Welfare -Retiree Fund	
12_2490_649000_18100_3435	H & W - Retiree Fund Non-Inst	6,585.41
12_2490_649000_18100_3500	SUI	
12_2490_649000_18100_3515	SUI - Non-Instructional	1,975.62
12_2490_649000_18100_3600	Workers' Compensation	
12_2490_649000_18100_3615	WCI - Non-Instructional	14,487.90
12_2490_649000_18100_3900	Other Benefits	
12_2490_649000_18100_3915	Other Benefits - Non-Instruct	4,050.00
12_2490_675000_18100_5210	Conference Expenses	13,000.00
12_2490_675000_18100_5230	Distinct In-Service Activities	0.00

6.1 (34)

SPECIAL PROJECT DETAILED BUDGET # 2490
NAME: D.O. NON-CREDIT MATRICULATION
FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009
 CONTRACT INCOME: 152,396

PROJ. ADM. Sergio Sotelo/Jose Vargas
 PROJ. DIR., Sergio Sotelo/Jose Vargas

DATE: 12/16/08

Object String	Description	Debit	Credit
12_2490_000000_50000_8629	Other Gen Categorical Apport		
	District Operations Research		152,396
12_2490_679000_53340_2130	Classified Employees Hirsch, R—SCC 1 @ 100% as of 07,01,2008	63,972	70,052
12_2490_679000_53340_3200	PERS		
12_2490_679000_53340_3215	PERS - Non-Instructional	6,065	6,605
12_2490_679000_53340_3310	OASDHI		
12_2490_679000_53340_3315	OASDHI - Non-Instructional	4,113	4,427
12_2490_679000_53340_3320	Medicare		
12_2490_679000_53340_3325	Medicare - Non-Instructional	962	1,035
12_2490_679000_53340_3410	Health & Welfare		
12_2490_679000_53340_3415	H & W - Non-Instructional	9,820	15,768
12_2490_679000_53340_3430	Health & Welfare -Retiree Fund		
12_2490_679000_53340_3435	H & W - Retiree Fund Non-Inst	652	714
12_2490_679000_53340_3500	SUI		
12_2490_679000_53340_3515	SUI - Non-Instructional	33	214
12_2490_679000_53340_3600	Workers' Compensation		
12_2490_679000_53340_3615	WCI - Non-Instructional	1,459	1,571
12_2490_679000_53340_3900	Other Benefits		
12_2490_679000_53340_3915	Other Benefits - Non-Instruct	1,163	1,350
12_2490_679000_53340_4610	Non-Instructional Supplies	500	500
12_2490_679000_53340_5100	Contracted Services	700	700
12_2490_679000_53340_5950	Software License and Fees	0	0

SPECIAL PROJECT DETAILED BUDGET # 2490

NAME: D.O. NON-CREDIT MATRICULATION

FISCAL YEAR: 2008 - 2009

CONTRACT PERIOD: 07/01/2008 TO 06/30/2009

CONTRACT INCOME: 152,396

PROJ. ADM. Sergio Sotelo/Jose Vargas

PROJ. DIR., Sergio Sotelo/Jose Vargas

DATE: 12/16/08

Data String	Description	Debit	Credit
	ITS		
12_2490_678000_54143_2130	Classified Employees Collins, Jeremy 1 @ 5%	3,342	3,510
12_2490_678000_54143_3200	PERS		
12_2490_678000_54143_3215	PERS - Non-Instructional	311	327
12_2490_678000_54143_3310	OASDHI		
12_2490_678000_54143_3315	OASDHI - Non-Instructional	211	223
12_2490_678000_54143_3320	Medicare		
12_2490_678000_54143_3325	Medicare - Non-Instructional	49	52
12_2490_678000_54143_3410	Health & Welfare		
12_2490_678000_54143_3415	H & W - Non-Instructional	528	487
12_2490_678000_54143_3430	Health & Welfare -Retiree Fund		
12_2490_678000_54143_3435	H & W - Retiree Fund Non-Inst	33	34
12_2490_678000_54143_3500	SUI		
12_2490_678000_54143_3515	SUI - Non-Instructional	2	2
12_2490_678000_54143_3600	Workers' Compensation		
12_2490_678000_54143_3615	WCI - Non-Instructional	75	79
12_2490_678000_54143_3900	Other Benefits		
12_2490_678000_54143_3915	Other Benefits - Non-Instruct	63	88
	total:	4,614	152,396

**SPECIAL PROJECT DETAILED BUDGET # 1101
NAME: WIA II - ABE 231: ASE/GED (SAC)
FISCAL YEAR: 2008/2009**

CONTRACT PERIOD: 7/1/08 - 6/30/09
CONTRACT INCOME: \$55,291
CFDA #: 17.258

PROJ. ADM. S. Sotelo
PROJ. DIR.
DATE: 1/22/09

TOPS: 000000 - Income			
12-1101-000000-10000-8199	Other Federal Revenues (TOTAL BUDGET)		55,291
TOPS: 493062 - High School Diploma Prog / GED			
12-1101-493062-18200-2420	Instructional Assistant - Hourly	43,500	
12-1101-493062-18200-3115	STRS - Non-instructional		
12-1101-493062-18200-3211	PERS - Instructional	2,559	
12-1101-493062-18200-3311	OASDHI - Instructional	1,683	
12-1101-493062-18200-3321	Medicare - Instructional	631	
12-1101-493062-18200-3325	Medicare - Non-instructional		
12-1101-493062-18200-3331	PARS - Instructional	213	
12-1101-493062-18200-3431	H & W Ret Fnd - Instructional		
12-1101-493062-18200-3435	H & W Ret Fnd - Non-instructional		
12-1101-493062-18200-3511	SUI - Instructional	131	
12-1101-493062-18200-3515	SUI - Non-instructional		
12-1101-493062-18200-3611	WCI - Instructional	957	
12-1101-493062-18200-3615	WCI - Non-instructional		
12-1101-493062-18200-4210	Books, Mags and Reference Matenals	4,169	
12-1101-493062-18200-4310	Instructional Supplies	1,449	
			55,291

SPECIAL PROJECT DETAILED BUDGET # 1101

NAME: WIA II - ABE 231: ASE/GED (SCC)

FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTRACT INCOME: \$40,929

CFDA #: 17.258

PROJ. ADM. J. Vargas

PROJ. DIR. L. Fasbinder

Date: 1/23/09

Account String	Description	Budget	Actual
TOPS: 000000 - Income			
12-1101-000000-20000-8199	Other Federal Revenues (TOTAL BUDGET)		40,929
TOPS: 493062 - High School Diploma Prog / GED			
12-1101-493062-28200-1450	Part-time Coordinator (Cordova)	7,000	
12-1101-493062-28200-1455	Part-time Coordinator (Cordova)	3,362	
12-1101-493062-28200-1485	Reassigned Time - PT Faculty (Sheehan, Fisher)	116	
12-1101-493062-28200-2410	Instructional Assistant - Ongoing (Gray, Ge, Pajaro, Pliafas, Campos)	14,000	
12-1101-493062-28200-2420	Instructional Assistant - Hourly (Gray, Pineda, Fisher)	5,000	
12-1101-493062-28200-3115	STRS - Non-Instructional	864	
12-1101-493062-28200-3211	PERS - Instructional	1,320	
12-1101-493062-28200-3311	OASDHI - Instructional	868	
12-1101-493062-28200-3321	Medicare - Instructional	276	
12-1101-493062-28200-3325	Medicare - Non-Instructional	152	
12-1101-493062-28200-3331	PARS - Instructional	65	
12-1101-493062-28200-3431	H & W Ret Fnd - Instructional	0	
12-1101-493062-28200-3511	SUI - Instructional	57	
12-1101-493062-28200-3515	SUI - Non-Instructional	31	
12-1101-493062-28200-3611	WCI - Instructional	418	
12-1101-493062-28200-3615	WCI - Non-Instructional	231	
12-1101-493062-28200-4210	Books, Mags and Reference Matenals	6,369	
12-1101-493062-28200-4310	Instructional Supplies	800	
12-1101-493062-28200-6412	Equipment - Modular Furniture	0	
		40,929	

0

President's Approval:
Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET # 1102

NAME: WIA II - ABE 231: ESL (SAC)

FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTRACT INCOME: \$955,673

CFDA #: 17.258

PROJ. ADM. Sergio Sotelo

DATE: 1/22/09

TOPS: 000000 - Income		
12-1102-000000-10000-8199	Other Federal Revenues (TOTAL BUDGET)	955,673
TOPS: 493060 - ABE		
12-1102-493060-18200-2410	Instructional Assistant - Ongoing	12,000
12-1102-493060-18200-3215	PERS - Non-instructional	1,131
12-1102-493060-18200-3315	OASDHI - Non-instructional	744
12-1102-493060-18200-3325	Medicare - Non-instructional	174
12-1102-493060-18200-3335	PARS - Non-instructional	0
12-1102-493060-18200-3435	H & W Ret Fnd - Non-instructional	0
12-1102-493060-18200-3515	SUI - Non-instructional	36
12-1102-493060-18200-3615	WCI - Non-instructional	284
12-1102-493060-18200-4210	Books, Mags & Reference Matenals	3,000
12-1102-493060-18200-4310	Instructional Supplies	2,500
TOPS: 493080 - English as a 2nd Language		
12-1102-493080-18200-1480	Reassigned Time - PT Faculty	8,200
12-1102-493080-18200-1483	Reassigned Time - Contract Faculty	10,000
12-1102-493080-18200-2130	Classified - Contract	0
12-1102-493080-18200-2410	Instructional Assistant - Ongoing	135,840
12-1102-493080-18200-2420	Instructional Assistant - Hourly	132,050
12-1102-493080-18200-3111	STRS - Instructional	0
12-1102-493080-18200-3115	STRS - Non-instructional	1,502
12-1102-493080-18200-3211	PERS - Instructional	12,788
12-1102-493080-18200-3215	PERS - Non-instructional	0
12-1102-493080-18200-3311	OASDHI - Instructional	8,400
12-1102-493080-18200-3315	OASDHI - Non-instructional	
12-1102-493080-18200-3321	Medicare - Instructional	3,882
12-1102-493080-18200-3325	Medicare - Non-instructional	264
12-1102-493080-18200-3331	PARS - Instructional	1,717
12-1102-493080-18200-3335	PARS - Non-instructional	10
12-1102-493080-18200-3411	H & W - Instructional	0
12-1102-493080-18200-3415	H & W - Non-instructional	0
12-1102-493080-18200-3431	H & W Ret Fnd - Instructional	0
12-1102-493080-18200-3435	H & W Ret Fnd - Non-instructional	0
12-1102-493080-18200-3511	SUI - Instructional	803
12-1102-493080-18200-3515	SUI - Non-instructional	55
12-1102-493080-18200-3611	WCI - Instructional	5,889
12-1102-493080-18200-3615	WCI - Non-instructional	400
12-1102-493080-18200-3911	Other Benefits - Instructional	0
12-1102-493080-18200-3915	Other Benefits - Non-instructional	0
12-1102-493080-18200-4210	Books, Mags & Reference Matenals	3,000
12-1102-493080-18200-4310	Instructional Supplies	32,500
12-1102-493080-18200-4320	Instructional Software	0
12-1102-493080-18200-5100	Contracted Services	0
12-1102-493080-18200-5611	Lease Agreement - Facility	20,000
12-1102-493080-18200-5650	Rental - Facility (Short-term)	75,000
12-1102-493080-18200-5880	Internet Services	0

President's Approval:
Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA II - ABE 231: ESL (SAC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$955,673
 CFDA #: 17.258

PROJ. ADM. Sergio Sotelo
 DATE: 1/22/09

Object String	Description	Debit	Credit
12-1102-493080-18200-5950	Software License and Fees	0	
12-1102-493080-18200-6411	Equipment - Federal Programs	1,254	
TOPS: 601000 - Academic Administration			
12-1102-601000-18100-1410	Academic Management - Part-time	44,678	
12-1102-601000-18100-2130	Classified - Full-time	32,832	
12-1102-601000-18100-2310	Classified - Ongoing	80,720	
12-1102-601000-18100-2320	Classified - Hourly	63,947	
12-1102-601000-18100-2350	Classified - Overtime	6,000	
12-1102-601000-18100-3115	STRS - Non-instructional	3,686	
12-1102-601000-18100-3215	PERS - Non-instructional	11,271	
12-1102-601000-18100-3315	OASDHI - Non-instructional	7,462	
12-1102-601000-18100-3325	Medicare - Non-instructional	3,320	
12-1102-601000-18100-3335	PARS - Non-instructional	831	
12-1102-601000-18100-3415	H & W - Non-instructional	8,819	
12-1102-601000-18100-3435	H & W Ret Fnd - Non-instructional	0	
12-1102-601000-18100-3515	SUI - Non-instructional	687	
12-1102-601000-18100-3615	WCI - Non-instructional	5,038	
12-1102-601000-18100-3915	Other Benefits - Non-instructional	810	
12-1102-601000-18100-4520	Repair & Replacement Parts	1,501	
12-1102-601000-18100-5100	Contracted Services	5,880	
12-1102-601000-18100-5220	Mileage Expenses	5,000	
12-1102-601000-18100-5550	Security Systems & Services	2,000	
12-1102-601000-18100-5610	Lease Agreement - Equipment	5,000	
12-1102-601000-18100-5611	Lease Agreement - Facility		
12-1102-601000-18100-5630	Maintance Contract - Office Equipment	4,090	
12-1102-601000-18100-5845	Excess Copies/Useage	1,272	
12-1102-601000-18100-5925	Postage	40	
12-1102-601000-18100-6205	Buildings - Contracted Services		
TOPS: 611000 - Learning Center			
12-1102-611000-18100-2320	Classified - Hourly	560	
12-1102-611000-18100-3215	PERS - Non-instructional	53	
12-1102-611000-18100-3315	OASDHI - Non-instructional	35	
12-1102-611000-18100-3325	Medicare - Non-instructional	8	
12-1102-611000-18100-3335	PARS - Non-instructional	0	
12-1102-611000-18100-3425	H & W Ret Fnd - Non-instructional	0	
12-1102-611000-18100-3515	SUI - Non-instructional	2	
12-1102-611000-18100-3615	WCI - Non-instructional	12	
TOPS: 619000 - Other Instructional Support Services			
12-1102-619000-18100-1483	PT Faculty - Non-instructional	1,956	
12-1102-619000-18100-2320	Classified - Hourly	2,575	
12-1102-619000-18100-3115	STRS - Non-instructional	162	
12-1102-619000-18100-3215	PERS - Non-instructional	283	
12-1102-619000-18100-3315	OASDHI - Non-instructional	186	
12-1102-619000-18100-3325	Medicare - Non-instructional	66	
12-1102-619000-18100-3335	PARS - Non-instructional	33	
12-1102-619000-18100-3435	H & W Ret Fnd - Non-instructional	0	

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
 Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA II - ABE 231: ESL (SAC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$955,673
 CFDA #: 17.258

PROJ. ADM. Sergio Sotelo
 DATE: 1/22/09

Detail String	Description	QTY	AMOUNT
12-1102-619000-18100-3515	SUI - Non-instructional	14	
12-1102-619000-18100-3615	WCI - Non-instructional	100	
TOPS: 632000 - Matriculation/Student Assessment			
12-1102-632000-18100-2320	Classified - Hourly	3,000	
12-1102-632000-18100-3325	Medicare - Non-instructional	44	
12-1102-632000-18100-3335	PARS - Non-instructional	0	
12-1102-632000-18100-3435	H & W Ret Fnd - Non-instructional	0	
12-1102-632000-18100-3515	SUI - Non-instructional	9	
12-1102-632000-18100-3615	WCI - Non-instructional	66	
TOPS: 675000 - Conferences			
12-1103-675000-18100-5210	Conference Expenses	4,522	
TOPS: 678000 - Management Information Services			
12-1102-678000-18100-2130	Classified - Full-time	90,564	
12-1102-678000-18100-2310	Classified - Ongoing		
12-1102-678000-18100-3215	PERS - Non-instructional	8,538	
12-1102-678000-18100-3315	OASDHI - Non-instructional	5,741	
12-1102-678000-18100-3325	Medicare - Non-instructional	1,343	
12-1102-678000-18100-3415	H & W - Non-instructional	63,376	
12-1102-678000-18100-3435	H & W Ret Fnd - Non-instructional	0	
12-1102-678000-18100-3515	SUI - Non-instructional	278	
12-1102-678000-18100-3615	WCI - Non-instructional	2,037	
12-1102-678000-18100-3915	Other Benefits - Non-instructional	2,025	
			955,673

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
 Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA 231: English as a Second Language (SCC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$599,260
 CFDA#: 17.258

PROJ. ADM. J. Vargas
 PROJ. DIR. L. Fasbinder
 Date: 1/23/09

TOPS: 000000 - Income			
12-1102-000000-20000-8199	Other Federal Revenues (TOTAL BUDGET)		599,260
TOPS: 403000 - General Studies			
12-1102-493000-28100-4610	Non-Instructional Supplies	4,000	
12-1102-493000-28200-5940	Reproduction/Printing Expenses	10,000	
TOPS: 493060 - Adult Basic Education			
12-1102-493060-28200-4210	Books, Mags & Reference Materials	17,946	
12-1102-493060-28200-4310	Instructional Supplies	500	
12-1102-493060-28200-2410	Instructional Assistant - Ongoing (Odenath, Herrera, Collins, Abab)	28,000	
12-1102-493060-28200-2420	Instructional Assistant - Hourly	481	
12-1102-493060-28200-3211	PERS - Instructional	2,640	
12-1102-493060-28200-3311	OASDHI - Instructional	1,736	
12-1102-493060-28200-3321	Medicare - Instructional	413	
12-1102-493060-28200-3331	PARS - Instructional	6	
12-1102-493060-28200-3511	SUI - Instructional	85	
12-1102-493060-28200-3611	WCI - Instructional	627	
12-1102-493060-28200-5950	Software License and Fees	8,082	
TOPS: 493080 - English as a 2nd Language			
12-1102-493080-28200-1480	Part-Time Reassigned Time	0	
12-1102-493080-28200-2410	Instructional Assistant - Ongoing (Flor, Gonz, Lance, Villeg, Cam, Truji, Marti, Naka)	50,000	
12-1102-493080-28200-2420	Instructional Assistant - Hourly (Nakagawa)	3,914	
12-1102-493080-28200-3211	PERS - Instructional	4,714	
12-1102-493080-28200-3311	OASDHI - Instructional	3,100	
12-1102-493080-28200-3321	Medicare - Instructional	782	
12-1102-493080-28200-3331	PARS - Instructional	51	
12-1102-493080-28200-3431	H & W Ret Fnd - Instructional	0	
12-1102-493080-28200-3511	SUI - Instructional	162	
12-1102-493080-28200-3611	WCI - Instructional	1,186	
12-1102-493080-28200-4210	Books, Mags & Reference Materials	10,000	
12-1102-493080-28200-4310	Instructional Supplies	10,000	
12-1102-493080-28200-5950	Software License and Fees	9,077	
12-1102-493080-28200-6411	Equipment - Federal Progs	24,763	
TOPS: 601000 - Academic Administration			
12-1102-601000-28100-1410	PT Academic Management (Sampson, Lawrence, Harrison)	3,300	
12-1102-601000-28100-2130	Classified - Full-time	0	
12-1102-601000-28100-2310	Classified - Ongoing	0	
12-1102-601000-28100-2320	Classified - Hourly	0	
12-1102-601000-28100-3115	STRS - Non-Instructional	272	
12-1102-601000-28100-3215	PERS - Non-instructional		
12-1102-601000-28100-3315	OASDHI - Non-instructional		
12-1102-601000-28100-3325	Medicare - Non-instructional	48	
12-1102-601000-28100-3335	PARS - Non-instructional		

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
 Accountant: Melissa Tran

12-1102-601000-28100-3415	H & W - Non-instructional		
12-1102-601000-28100-3435	H & W Ret Fnd - Non-instructional		
12-1102-601000-28100-3515	SUI - Non-instructional		10
12-1102-601000-28100-3615	WCI - Non-instructional		73
12-1102-601000-28100-3915	Other Benefits - Non-instructional		
12-1102-601000-28100-4610	Non-instructional Supplies		14,205
12-1102-601000-28100-4620	Non-instructional Software		0
12-1102-601000-28100-5100	Contracted Services		8,778
12-1102-601000-28100-5605	Contracted Repair Services		0
12-1102-601000-28100-5611	Lease Agreement - Facility OUSD, Light of the Canyon = \$90,000)		137,000
12-1102-601000-28100-5631	Maint Contract - Other Equipment		230
12-1102-601000-28100-5845	Excess/Copies Usage		884
12-1102-601000-28100-6411	Equipment - Federal		732
12-1102-601000-28100-6419	Equipment/Software \$200 < \$1,000		24,000
TOPS: 602000 - Curriculum Development			
12-1102-602000-28200-1480	Reassigned Time - PT Faculty		0
12-1102-602000-28200-1484	Reassigned Time - Contract Faculty		0
12-1102-602000-28200-1485	Int/Sum Reassigned Time, PT		1,102
12-1102-602000-28200-3115	STRS - Non-instructional		91
12-1102-602000-28200-3325	Medicare - Non-instructional		16
12-1102-602000-28200-3335	PARS - Non-instructional		
12-1102-602000-28200-3435	H & W Ret Fnd - Non-instructional		
12-1102-602000-28200-3515	SUI - Non-instructional		3
12-1102-602000-28200-3615	WCI - Non-instructional		24
TOPS: 619000 - Other Instructional Support Services			
12-1102-619000-28100-2130	Classified - Full-time (Vives)		5,382
12-1102-619000-28100-3215	PERS - Non-instructional		507
12-1102-619000-28100-3315	OASDHI - Non-instructional		343
12-1102-619000-28100-3325	Medicare - Non-instructional		80
12-1102-619000-28100-3415	H & W - Non-instructional		1,292
12-1102-619000-28100-3435	H & W Ret Fnd - Non-instructional		0
12-1102-619000-28100-3515	SUI - Non-instructional		17
12-1102-619000-28100-3615	WCI - Non-instructional		122
12-1102-619000-28100-3915	Other Benefits - Non-instructional		155
TOPS: 620000 - Admissions and Records			
12-1102-620000-28100-2130	Classified - Full-time (Dillon)		18,591
12-1102-620000-28100-3215	PERS - Non-instructional		1,753
12-1102-620000-28100-3315	OASDHI - Non-instructional		1,189
12-1102-620000-28100-3325	Medicare - Non-instructional		278
12-1102-620000-28100-3415	H & W - Non-instructional		6,356
12-1102-620000-28100-3435	H & W Ret Fnd - Non-instructional		0
12-1102-620000-28100-3515	SUI - Non-instructional		58
12-1102-620000-28100-3615	WCI - Non-instructional		422
12-1102-620000-28100-3915	Other Benefits - Non-instructional		581
TOPS: 631000 - Counseling and Guidance			
12-1102-631000-28100-1430	Part-Time Counselors		100,000
12-1102-631000-28100-1435	Int/Sum - Part-Time Counselors (Rive, Azi, Gonz, Hem, Fish, Dava, Quin, Giam, Garc, Per)		31,201
12-1102-631000-28100-2130	Classified - Full-time (Ramirez)		19,808
12-1102-631000-28100-3115	STRS - Non-instructional		10,824
12-1102-631000-28100-3215	PERS - Non-instructional		1,849
12-1102-631000-28100-3315	OASDHI - Non-instructional		1,248
12-1102-631000-28100-3325	Medicare - Non-instructional		2,194
12-1102-631000-28100-3415	H & W - Non-instructional		1,995

12-1102-631000-28100-3435	H & W Ret Fnd - Non-instructional	0
12-1102-631000-28100-3515	SUI - Non-instructional	454
12-1102-631000-28100-3615	WCI - Non-instructional	3,329
12-1102-631000-28100-3915	Other Benefits - Non-instructional	520
TOPS: 632000 - Matriculation/Student Assessment		
12-1102-632000-28100-2310	Classified - Full-time	0
12-1102-632000-28100-2310	Classified - Ongoing (Sklar, Garde)	3,757
12-1102-632000-28100-2320	Classified - Hourly (Romo)	3,000
12-1102-632000-28100-3215	PERS - Non-instructional	354
12-1102-632000-28100-3315	OASDHI - Non-instructional	233
12-1102-632000-28100-3325	Medicare - Non-instructional	98
12-1102-632000-28100-3415	H & W - Non-instructional	39
12-1102-632000-28100-3435	H & W Ret Fnd - Non-instructional	0
12-1102-632000-28100-3515	SUI - Non-instructional	20
12-1102-632000-28100-3615	WCI - Non-instructional	149
12-1102-632000-28100-3915	Other Benefits - Non-instructional	
TOPS: 675000 - Staff Development		
12-1102-675000-28100-5210	Conference Expenses	12,000
TOPS: 696000 - Student and Co-Curricular Activity		
12-1102-696000-28200-1484	Int/Sum Beyond Contr - Reassigned (Quimzon)	205
12-1102-696000-28200-3115	STRS - Non-instructional	17
12-1102-696000-28200-3325	Medicare - Non-instructional	3
12-1102-696000-28200-3515	SUI - Non-instructional	1
12-1102-696000-28200-3615	WCI - Non-instructional	5
		599,260

SPECIAL PROJECT DETAILED BUDGET # 1103
NAME: WIA II - ABE 231: Family Literacy (SAC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$197,325
 CFDA #: 17.258

PROJ. ADM. Sergio Sotelo
 DATE: 1/21/09

FUNDAL SOURCE	DESCRIPTION	AMOUNT	TOTAL
TOPS: 000000 - Income			
12-1103-000000-10000-8199	Other Federal Revenues (TOTAL BUDGET)		197,325
TOPS: 493080 - English as a 2nd Language			
12-1103-493080-18200-1250	Contract Coordinator	55,630	
12-1103-493080-18200-1480	Resigned Time - PT Faculty	985	
12-1103-493080-18200-1485	Int/Sum PT Non-Instructional	486	
12-1103-493080-18200-2310	Classified - Ongoing	4,392	
12-1103-493080-18200-2410	Instructional Assistant - Ongoing	22,945	
12-1103-493080-18200-2420	Instructional Assistant - Hourly	1,035	
12-1103-493080-18200-3115	STRS - Non-instructional	4,771	
12-1103-493080-18200-3211	PERS - Instructional	1,983	
12-1103-493080-18200-3215	PERS - Non-instructional	414	
12-1103-493080-18200-3311	OASDHI - Instructional	1,423	
12-1103-493080-18200-3315	OASDHI - Non-instructional	272	
12-1103-493080-18200-3321	Medicare - Instructional	348	
12-1103-493080-18200-3325	Medicare - Non-instructional	902	
12-1103-493080-18200-3331	PARS - Instructional	113	
12-1103-493080-18200-3411	H & W - Instructional	80	
12-1103-493080-18200-3415	H & W - Non-instructional	12,524	
12-1103-493080-18200-3431	H & W Ret Fnd - Instructional	0	
12-1103-493080-18200-3435	H & W Ret Fnd - Non-instructional	0	
12-1103-493080-18200-3511	SUI - Instructional	72	
12-1103-493080-18200-3515	SUI - Non-instructional	187	
12-1103-493080-18200-3611	WCI - Instructional	528	
12-1103-493080-18200-3615	WCI - Non-instructional	1,369	
12-1103-493080-18200-3911	Other Benefits - Instructional	0	
12-1103-493080-18200-3915	Other Benefits - Non-instructional	729	
12-1103-493080-18200-4310	Instructional Supplies	2,639	
TOPS: 601000 - Academic Administration			
12-1103-601000-18100-1410	Academic Management - Part-time	9,227	
12-1103-601000-18100-2130	Classified - Full-time	0	
12-1103-601000-18100-2310	Classified - Ongoing	0	
12-1103-601000-18100-2320	Classified - Hourly	71	
12-1103-601000-18100-3111	STRS - Instructional	0	
12-1103-601000-18100-3115	STRS - Non-instructional	761	
12-1103-601000-18100-3215	PERS - Non-instructional	0	
12-1103-601000-18100-3315	OASDHI - Non-instructional	0	
12-1103-601000-18100-3325	Medicare - Non-instructional	135	
12-1103-601000-18100-3335	PARS - Non-instructional	1	
12-1103-601000-18100-3415	H & W - Non-instructional	0	
12-1103-601000-18100-3435	H & W Ret Fnd - Non-instructional	0	
12-1103-601000-18100-3515	SUI - Non-instructional	28	
12-1103-601000-18100-3615	WCI - Non-instructional	205	

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
 Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET # 1103
NAME: WIA II - ABE 231: Family Literacy (SAC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$197,325
 CFDA #: 17.258

PROJ. ADM. Sergio Sotelo
 DATE: 1/21/09

Data/ String	Description	DUPLICATE	GRANT
12-1103-601000-18100-3915	Other Benefits - Non-instructional		0
12-1103-601000-18100-6411	Equipment - Federal Programs		2,005
TOPS: 619000 - Other Instructional Support Services			
12-1103-619000-18100-2310	Classified - Ongoing		6,212
12-1103-619000-18100-2320	Classified - Hourly		0
12-1103-619000-18100-3215	PERS - Non-instructional		586
12-1103-619000-18100-3315	OASDHI - Non-instructional		385
12-1103-619000-18100-3325	Medicare - Non-instructional		90
12-1103-619000-18100-3335	PARS - Non-instructional		0
12-1103-619000-18100-3435	H & W Ret Fnd - Non-instructional		0
12-1103-619000-18100-3515	SUI - Non-instructional		19
12-1103-619000-18100-3615	WCI - Non-instructional		137
TOPS: 620000 - Admissions and Records			
12-1103-620000-18100-2310	Classified - Ongoing		3,911
12-1103-620000-18100-3215	PERS - Non-instructional		369
12-1103-620000-18100-3315	OASDHI - Non-instructional		243
12-1103-620000-18100-3325	Medicare - Non-instructional		57
12-1103-620000-18100-3335	PARS - Non-instructional		0
12-1103-620000-18100-3435	H & W Ret Fnd - Non-instructional		0
12-1103-620000-18100-3515	SUI - Non-instructional		12
12-1103-620000-18100-3615	WCI - Non-instructional		87
TOPS: 611000 - Learning Center			
12-1103-611000-18100-2320	Classified - Hourly		10,588
12-1103-611000-18100-3215	PERS - Non-instructional		998
12-1103-611000-18100-3315	OASDHI - Non-instructional		656
12-1103-611000-18100-3325	Medicare - Non-instructional		154
12-1103-611000-18100-3335	PARS - Non-instructional		0
12-1103-611000-18100-3435	H & W Ret Fnd - Non-instructional		0
12-1103-611000-18100-3515	SUI - Non-instructional		32
12-1103-611000-18100-3615	WCI - Non-instructional		233
TOPS: 649000 - Misc Student Services			
12-1103-649000-18100-2310	Classified - Ongoing		38,718
12-1103-649000-18100-3215	PERS - Non-instructional		3,650
12-1103-649000-18100-3315	OASDHI - Non-instructional		2,401
12-1103-649000-18100-3325	Medicare - Non-instructional		561
12-1103-649000-18100-3435	H & W Ret Fnd - Non-instructional		0
12-1103-649000-18100-3515	SUI - Non-instructional		117
12-1103-649000-18100-3615	WCI - Non-instructional		852
			197,325

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
 Accountant: Melissa Tran
 6.1 (48)

SPECIAL PROJECT DETAILED BUDGET # 1106
NAME: WIA II - ABE 231: EL Civics/Citizenship (SCC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$273,414
 CFDA #: 17.258

PROJ. ADM. J. Vargas
 PROJ. DIR. L. Fasbinder
 Date: 1/23/09

Account Number	Description	Budget	Balance
TOPS: 000000 - Income			
12-1106-000000-20000-8199	Other Federal Revenues (TOTAL BUDGET)		273,414
TOPS: 493080 - English as a 2nd Language			
12-1106-493080-28200-1450	PT Coordinators (Shultz, Donahoe, Carney, Silva)	73,861	
12-1106-493080-28200-1455	Int/Sum PT Coordinators (Shultz, Carney)	11,901	
12-1106-493080-28200-1480	Reassigned Time - PT Faculty	0	
12-1106-493080-28200-1484	Reassigned Time - Contract Faculty	0	
12-1106-493080-28200-1485	Int/Sum Reassigned Time - PT Faculty	62	
12-1106-493080-28200-3115	STRS - Non-instructional	7,080	
12-1106-493080-28200-3325	Medicare - Non-instructional	1,244	
12-1106-493080-28200-3435	H & W Ret Fnd - Non-instructional	0	
12-1106-493080-28200-3515	SUI - Non-instructional	257	
12-1106-493080-28200-3615	WCI - Non-instructional	1,888	
12-1106-493080-28200-4320	Instructional Software	17,161	
12-1106-493080-28200-6411	Equipment - Federal Programs	67,202	
12-1106-493080-28200-6412	Equipment - Modular Furniture	3,485	
TOPS: 493090 - Citizenship			
12-1106-493090-28200-1450	PT Coordinator(Donahoe)	36,000	
12-1106-493090-28200-1455	Int/Sum PT Coordinator(Donahoe)	5,989	
12-1106-493090-28200-2320	Classified Employees-Hourly (Lucero)	12,618	
12-1106-493090-28200-3115	STRS - Non-instructional	3,464	
12-1106-493090-28200-3335	PARS - Non-instructional	164	
12-1106-493090-28200-3325	Medicare - Non-instructional	792	
12-1106-493090-28200-3515	SUI - Non-instructional	164	
12-1106-493090-28200-3615	WCI - Non-instructional	1,201	
12-1106-493090-28200-4210	Books, Mags & Reference Materials	42	
12-1106-493090-28200-4310	Instructional Supplies	62	
TOPS: 493091 - ESL Civics			
12-1106-493091-28200-4210	Books, Mags & Reference Materials	2,267	
12-1106-493091-28200-4310	Instructional Supplies	316	
TOPS: 601000 - Academic Administration			
12-1106-601000-281000-2130	Classified - Ongoing	0	
12-1106-601000-281000-2320	Classified - Hourly (Lucero)	24,482	
12-1106-601000-281000-3215	PERS - Non-instructional	0	
12-1106-601000-281000-3325	Medicare - Non-instructional	355	
12-1106-601000-281000-3335	PARS - Non-instructional	318	
12-1106-601000-281000-3435	H & W Ret Fnd - Non-instructional	0	
12-1106-601000-281000-3515	SUI - Non-instructional	73	
12-1106-601000-281000-3615	WCI - Non-instructional	539	
12-1106-601000-281000-4610	Non-instructional Supplies	0	
12-1106-601000-281000-5100	Contracted Services	0	
12-1106-601000-281000-5630	Maint Contract - Office Equipment	0	
12-1106-601000-281000-5800	Advertising	0	

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
 Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET # 1106
NAME: WIA II - ABE 231: EL Civics/Citizenship (SCC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$273,414
 CFDA #: 17.258

PROJ. ADM. J. Vargas
 PROJ DIR. L. Fasbinder
 Date: 1/23/09

Date/Item String	Description	DEBIT	CREDIT
12-1106-601000-281000-5940	Reproduction/Printing	0	
12-1106-601000-281000-6411	Equipment - Federal Programs	0	
TOPS: 602000 - Course & Curriculum Development			
12-1106-602000-28200-1485	Int/Sum Reassigned Time, PT	379	
12-1106-602000-28200-3115	STRS - Non-instructional	31	
12-1106-602000-28200-3325	Medicare - Non-instructional	5	
12-1106-602000-28200-3515	SUI - Non-instructional	1	
12-1106-602000-28200-3615	WCI - Non-instructional	8	
TOPS: 675000 - Staff Development			
12-1106-675000-28100-5210	Conference Expenses	0	
		273,414	

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
 Accountant: Melissa Tran
 6.1 (50)

SPECIAL PROJECT DETAILED BUDGET # 1108
NAME: WIA II - ABE 225: ASE/GED/ESL (SCC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$89,063
 CFDA#: 17.258

PROJ. ADM. J. Vargas
 PROJ. DIR. L. Fasbinder
 Date: 1/23/09

Databel String	Description	Debit	Credit
TOPS: 000000 - Income			
12-1108-000000-20000-8199	Other Federal Revenues		89,063
TOPS: 493062 - High School Diploma Program/GED			
12-1108-493062-28200-4210	Books, Mags & Reference Materials	5,000	
12-1108-493062-28200-4310	Instructional Supplies	1,500	
12-1108-493062-28200-5870	Instructional Agreement: Inmate Ed	4,200	
TOPS: 493080 - English as a 2nd Language			
12-1108-493080-28200-4210	Books, Mags & Reference Materials	5,000	
TOPS: 601000 - Academic Administration			
12-1108-601000-28200-4610	Non-Instructional Supplies	1,500	
12-1108-601000-28200-5220	Mileage Expenses	2,402	
12-1108-601000-28100-2130	Classified - Full-time (Sonia Gomez 39.5%)	19,150	
12-1108-601000-28100-3215	PERS - Non-Instructional	1,805	
12-1108-601000-28100-3315	OASDHI - Non-Instructional	1,220	
12-1108-601000-28100-3325	Medicare - Non-Instructional	285	
12-1108-601000-28100-3415	H & W - Non-Instructional	5,849	
12-1108-601000-28100-3435	H & W Ret Fnd - Non-Instructional	0	
12-1108-601000-28100-3515	SUI - Non-Instructional	59	
12-1108-601000-28100-3615	WCI - Non-Instructional	433	
12-1108-601000-28100-3915	Other Benefits - Non-Instructional	533	
TOPS: 620000 - Admissions and Records			
12-1108-620000-28100-2130	Classified - Full-time (Diane Espitta 24%)	8,654	
12-1108-620000-28100-3215	PERS - Non-Instructional	816	
12-1108-620000-28100-3315	OASDHI - Non-Instructional	551	
12-1108-620000-28100-3325	Medicare - Non-Instructional	129	
12-1108-620000-28100-3415	H & W - Non-Instructional	1,432	
12-1108-620000-28100-3435	H & W Ret Fnd - Non-Instructional	0	
12-1108-620000-28100-3515	SUI - Non-Instructional	27	
12-1108-620000-28100-3615	WCI - Non-Instructional	195	
12-1108-620000-28100-3915	Other Benefits - Non-Instructional	230	
TOPS: 631000 - Counseling & Guidance			
12-1108-620000-28100-1430	Part-time Counseling (Hernandez, Gonzalez)	25,038	
12-1108-620000-28100-3115	STRS - Non-Instructional	2,066	
12-1108-620000-28100-3325	Medicare - Non-Instructional	363	
12-1108-620000-28100-3515	SUI - Non-Instructional	75	
12-1108-620000-28100-3615	WCI - Non-Instructional	551	

89,063

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2008
 Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET # 1109
NAME: WIA II - ABE 225: ESL Jail Program (SAC)
FISCAL YEAR: 2008/2009

CONTRACT PERIOD: 7/1/08 - 6/30/09
 CONTRACT INCOME: \$61,692
 CFDA #: 17.258

PROJ. ADM. Sergio Sotelo

DATE: 1/22/09

ACCOUNT NUMBER	DESCRIPTION	DEBIT	CREDIT
TOPS: 000000 - Income			
12-1109-000000-10000-8199	Other Federal Revenues (TOTAL BUDGET)		61,692
TOPS: 493080 - English as a 2nd Language			
12-1109-493080-18200-1450	PT Coordinator	13,553	
12-1109-493080-18200-2410	Instructional Assistant - Ongoing	31,721	
12-1109-493080-18200-2420	Instructional Assistant - Hourly	500	
12-1109-493080-18200-3115	STRS - Non-instructional	1,118	
12-1109-493080-18200-3211	PERS - Instructional	2,991	
12-1109-493080-18200-3311	OASDHI - Instructional	1,967	
12-1109-493080-18200-3321	Medicare - Instructional	467	
12-1109-493080-18200-3325	Medicare - Non-instructional	197	
12-1109-493080-18200-3331	PARS - Instructional	7	
12-1109-493080-18200-3431	H & W Ret Fnd - Instructional	0	
12-1109-493080-18200-3435	H & W Ret Fnd - Non-nstructional	0	
12-1109-493080-18200-3511	SUI - Instructional	97	
12-1109-493080-18200-3515	SUI - Non-instructional	41	
12-1109-493080-18200-3611	WCI - Instructional	709	
12-1109-493080-18200-3615	WCI - Non-instructional	298	
12-1109-493080-18200-4210	Books, Mags & Reference Materials	4,000	
12-1109-493080-18200-4310	Instructional Supplies	4,028	
		61,692	

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: February 2, 2009
 Accountant: Melissa Tran
 6.1 (52)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: February 2, 2009
Re: Sub-award Agreements for GEAR UP III (Year 4): Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine	
Action: Request for Approval	

BACKGROUND

Santa Ana College sought and won a six year United States Department of Education grant called Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP). The GEAR UP program is a discretionary grant program to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. This program employs partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of the grant.

ANALYSIS

Santa Ana College's GEAR UP partnership consists of Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine. Each of these partners will be a sub-recipient and contract with Rancho Santiago Community College District/Santa Ana College for the six-year grant period. Each year Santa Ana College will receive \$800,000 in grant funds to empower 2,000 Santa Ana Unified School District students (1,000 per cohort) to improve their academic skills, motivation, and college preparation necessary to succeed in post-secondary education. The amounts listed below are for the fourth-year contracts with the sub-recipients.

- *Delhi Community Center - \$5,000*
- *Latino Health Access - \$10,000*
- *Santa Ana Unified School District - \$193,046*
- *University of California, Irvine - \$295,123*

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

It is recommended that the sub-award agreements be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee, be authorized to sign the sub-award agreements.

Fiscal Impact: \$503,169	Board Date: February 2, 2009
Prepared by: Huong Nguyen	
Submitted by: Enrique Perez, Interim Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

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

This Agreement is entered into on the 2nd day of February, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and The Regents of the University of California on behalf of its Irvine campus (hereinafter "UCI").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (CFDA No. 84.334 and Grant No. P334A050103) from the U.S. Department of Education to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, UCI has agreed to participate in the purpose of this grant, and

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

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

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2008 and ending August 31, 2009 and shall be in the amount of \$295,123 and subject to the provisions of this Agreement. UCI further agrees to contribute \$65,640 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. UCI shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, UCI shall fully comply with the applicable requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the

Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, UCI will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. UCI agrees to comply with all applicable provisions, to perform all of its proposed work, and to provide all of its proposed services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

UCI shall utilize funding provided under this Agreement to support the following:

- 1) Program Specialist to implement activities at each GEAR UP school
- 2) Staff to monitor GEAR UP student data
- 3) Teaching Assistants
- 4) Provision of English Language Arts professional development to SAUSD teachers
- 5) Associates with Homeroom for College curriculum and Parent Promotores materials
- 6) Attendance at conferences
- 7) Residential programs
- 8) Material and software for research and evaluation
- 9) Facilities, materials, and hospitality for the inter-segmental meetings.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification to RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. UCI shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. UCI shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of UCI's services, or UCI's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall not be used for services, staff, programs or materials that would otherwise be available in the absence of such funds. Additionally, UCI shall not be reimbursed for rendering the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

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

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, UCI under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of UCI pursuant to this Agreement. UCI shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local UCI guidelines. UCI shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement UCI agrees that it is the direct provider of intended services. Upon request, UCI 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.

CONTINGENCY OF FUNDS

11. UCI acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify UCI immediately and in writing. Immediately upon such notice UCI shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of UCI's operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and UCI

shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. UCI agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. UCI may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. UCI shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to U.S. Department of Education.

CARRYOVER

14. UCI may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the UCI's use of such funds, a written statement from the UCI describing the ways it intends to use remaining funds may be required.

SUBMISSION OF INVOICES

15. Upon the effective date of this Agreement, RSCCD shall make payments to UCI in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2008, no more often than once per quarter and no less than once per year, upon receipt and approval by RSCCD of UCI's invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$295,123.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

16. (a) **Financial Management System.** UCI shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. UCI's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) **UCI'S Records.** UCI's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) **Costs Charged.** Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*);
- (2) The Education Department General Administrative Regulations (EDGAR); and
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) **Cost Principles.** In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

17. UCI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program (GEAR UP) should be listed in their Schedule of Federal Expenditures. UCI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the UCI.

ACCESS AND RECORDS

18. (a) **Access.** RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to UCI's activities, books, documents and papers (including computer records) and to records of UCI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring during normal business hours at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of UCI are kept. In the event UCI does not make the above-referenced documents available within the County of Orange, California, UCI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) **Records Retention.** All accounting records and evidence pertaining to all costs of UCI

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and all documents related to this Agreement shall be kept available at UCI's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. UCI shall promptly report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal, state, and local laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Education to UCI from RSCCD, UCI assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, UCI and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. UCI will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) UCI will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) UCI will give written notice of its obligations under this Section of the Agreement to labor organizations with which UCI has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, UCI shall, where applicable, maintain the confidential nature of information provided to it by RSCCD concerning participants in accordance with the requirements of federal and state laws. However, in accordance with Article 18(a), UCI shall provide RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, access to records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by UCI, costs incurred and services rendered hereunder. RSCCD, the U.S. Department of

Education and the United States Government, or their representatives, shall also maintain confidential information provided to it concerning participants in accordance with the requirements of the federal and/or state laws.

PROPERTY

22. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** UCI shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Article 18(b), UCI shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property.

REPORTS

23. UCI will furnish reports, documents, photographs, and data, or copies of each, as reasonably requested by RSCCD concerning UCI's activities as they affect the services hereunder. RSCCD shall be specific as to the nature of the information requested and allow thirty (30) days for UCI to respond.

INDEMNIFICATION

24. (a) UCI shall indemnify, hold harmless and defend RSCCD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of UCI's performance of this Agreement, or any act or omission of UCI, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by UCI in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of UCI, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. UCI shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend UCI, its Board of Regents, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or UCI requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including UCI personnel representatives. RSCCD shall forthwith remit all sums due UCI, along

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with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. In accordance with 34 CFR 74.36, 34 CFR 80.34, and in order for RSCCD to meet its obligations contained in the prime Grant No. P334A050103 with the U.S. Department of Education, UCI shall grant RSCCD a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, in the fulfillment of its obligations contained in the prime Grant No. P334A050103, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by UCI under this Agreement and in accordance with 34 CFR 75.626, any patent application filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by UCI in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. UCI, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of UCI will receive favorable treatment when considered for enrollment in programs provided by, or employment with, UCI.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of UCI will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for UCI to conduct business with a friend or associate of an executive or employee of UCI, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest.** No executive or employee of UCI, elected official in

the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by UCI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. UCI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. UCI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), UCI certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by UCI for the purpose of appraising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, UCI violates any of the terms and conditions of this Agreement, or if UCI reports inaccurately, or if any audit report makes disallowances, UCI shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as UCI fulfills its obligations or remedies all violations of this Agreement; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from UCI, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice UCI has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

33. 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 through arbitration and/or legal action.

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 U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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 service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of UCI's 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 or operation. In the event that such funding is terminated or reduced, RSCCD shall provide UCI with written notification of such determination. UCI shall immediately comply with RSCCD's decision.

TOTAL AGREEMENT

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

AMENDMENTS

36. 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 both parties.

NOTICES

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

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

UCI: Agency Representative: Eileen Lamb, Sr. Contract & Grant Officer
Department: Office of Research Administration
Agency: University of California, Irvine
Address: 300 University Tower
City, State Zip: Irvine, CA 92697-7600
Phone: (949) 824-4781

IN WITNESS WHEREOF, **RSCCD** and **UCI** have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board

Approved

date: February 2, 2009

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
SANTA ANA UNIFIED SCHOOL DISTRICT**

This Agreement is entered into on the 2nd day of February, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Santa Ana Unified School District (hereinafter "SAUSD").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, SAUSD has agreed to participate in the purpose of this grant, and

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

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

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2008 and ending August 31, 2009 and shall be in the amount of \$193,046 and subject to the provisions of this Agreement. SAUSD further agrees to contribute \$413,861 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. SAUSD shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, SAUSD shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SAUSD will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

This Agreement is based on the Application for Federal Education Assistance included as *Exhibit C* to this Agreement. SAUSD agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

SAUSD shall utilize funding provided under this Agreement to support the following:

- 1) Math Specialists at Sierra and Spurgeon Intermediate Schools
- 2) Language Arts Specialists at Sierra and Spurgeon Intermediate Schools
- 3) Substitute teachers
- 4) Buses for college and campus tours
- 5) Attendance at conferences
- 6) Educational software

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. SAUSD shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. SAUSD shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SAUSD's services, or SAUSD's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SAUSD shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. SAUSD 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.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, SAUSD under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SAUSD pursuant to this Agreement. SAUSD shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SAUSD guidelines. SAUSD shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement SAUSD agrees that it is the direct provider of intended services. Upon request, SAUSD shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. SAUSD acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify SAUSD immediately and in writing. Immediately upon such notice SAUSD shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of SAUSD's operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written

notice, RSCCD and SAUSD shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. SAUSD agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The SAUSD may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. SAUSD shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Education.

CARRYOVER

14. SAUSD may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the SAUSD's use of such funds, a written statement from the SAUSD describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, RSCCD shall make payments to SAUSD in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2008, no more often than once per quarter and no less than once per year, upon receipt and approval by RSCCD of SAUSD's invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$193,046.

- b. Invoices. One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. SAUSD shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SAUSD's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) SAUSD's Records. SAUSD's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*)
- (2) The Education Department General Administrative Regulations (EDGAR)
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. SAUSD shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SAUSD shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SAUSD.

ACCESS AND RECORDS

19. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SAUSD's activities, books, documents and papers (including computer records) and to records of SAUSD's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records

and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SAUSD are kept. In the event SAUSD does not make the above-referenced documents available within the County of Orange, California, SAUSD agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of SAUSD and all documents related to this Agreement shall be kept available at SAUSD's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. SAUSD shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to SAUSD from RSCCD, SAUSD assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, SAUSD and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SAUSD will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) SAUSD will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) SAUSD will give written notice of its obligations under this Section of the Agreement to labor organizations with which SAUSD has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, SAUSD shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SAUSD shall submit to RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SAUSD, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** SAUSD shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20. SAUSD shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SAUSD under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) SAUSD shall indemnify, hold harmless and defend RSCCD, its School Board, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of SAUSD's performance of this Agreement, or any act or omission of SAUSD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by SAUSD in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of SAUSD, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. SAUSD shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend SAUSD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or SAUSD

requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including SAUSD personnel representatives. RSCCD shall forthwith remit all sums due SAUSD, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

SAUSD shall provide workers' compensation coverage for each of its employees. SAUSD and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. SAUSD agrees to grant RSCCD, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SAUSD under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by SAUSD in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SAUSD, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of SAUSD will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SAUSD.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of SAUSD will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SAUSD to conduct business with a

friend or associate of an executive or employee of SAUSD, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of SAUSD, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SAUSD or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. SAUSD shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. SAUSD certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), SAUSD certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by SAUSD for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, SAUSD violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SAUSD, or if SAUSD reports inaccurately, or if any audit report makes disallowances, SAUSD shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as SAUSD fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SAUSD, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SAUSD has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. 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 or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SAUSD. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SAUSD a written request to appeal said decision. Pending final decision of the appeal, SAUSD shall act in accordance with the written decision of RSCCD or the Department of Education, 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 RSCCD, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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 service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SAUSD's 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 or operation. In the event

that such funding is terminated or reduced, **RSCCD** shall provide **SAUSD** with written notification of such determination. **SAUSD** shall immediately comply with **RSCCD's** decision.

TOTAL AGREEMENT

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

AMENDMENTS

36. 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 both parties.

NOTICES

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

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

SAUSD: Agency Representative: Mary Booth
Department: _____
Agency: Santa Ana Unified School District
Address: 1601 E. Chestnut Ave.
City, State Zip: Santa Ana, CA 92701
Phone: (714) 558-5724

IN WITNESS WHEREOF, **RSCCD** and **SAUSD** have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**SANTA ANA UNIFIED
SCHOOL DISTRICT**

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**Board
Approval**

Date: February 2, 2009

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
DELHI COMMUNITY CENTER**

This Agreement is entered into on the 2nd day of February, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Delhi Community Center (hereinafter "Delhi").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103; CFDA# 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, DELHI has agreed to participate in the purpose of this grant, and

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

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

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2008 and ending August 31, 2009 and shall be in the amount of \$5,000 and subject to the provisions of this Agreement.

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. DELHI shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, DELHI shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **DELHI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **DELHI** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **DELHI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **DELHI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **DELHI's** services, or **DELHI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B* which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. **DELHI** shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **DELHI** 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.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **DELHI** under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **DELHI** pursuant to this Agreement. **DELHI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **DELHI** guidelines. **DELHI** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **DELHI** agrees that it is the direct provider of intended services. Upon request, **DELHI** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **DELHI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **DELHI** immediately and in writing. Immediately upon such notice **DELHI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **DELHI**'s operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **DELHI** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **DELHI** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **DELHI** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **DELHI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **DELHI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **DELHI's** use of such funds, a written statement from the **DELHI** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **DELHI** in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2008, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **DELHI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$5,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** **DELHI** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **DELHI's** system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;

- (3) Source documentation to support accounting records; and
 - (4) Proper charging of costs and cost allocation.
- (b) **DELHI'S Records.** DELHI's records shall be sufficient to:
- (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) **Costs Charged.** Costs shall be charged to this contract only in accordance with the following:
- (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) **Cost Principles.** In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. DELHI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. DELHI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the DELHI.

ACCESS AND RECORDS

19. (a) **Access.** RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to DELHI's activities, books, documents and papers (including computer records) and to records of DELHI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of DELHI are kept. In the event DELHI does not make the above-referenced documents available within the County of Orange, California, DELHI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) **Records Retention.** All accounting records and evidence pertaining to all costs of DELHI and all documents related to this Agreement shall be kept available at DELHI's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **DELHI** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **DELHI** from **RSCCD**, **DELHI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **DELHI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **DELHI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **DELHI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **DELHI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **DELHI** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **DELHI** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **DELHI** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **DELHI**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** DELHI shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, DELHI shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by DELHI under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) DELHI shall indemnify, hold harmless and defend RSCCD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of DELHI's performance of this Agreement, or any act or omission of DELHI, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by DELHI in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of DELHI, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. DELHI shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend DELHI, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or DELHI requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including DELHI personnel representatives. RSCCD shall forthwith remit all sums due DELHI, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

DELHI shall provide workers' compensation coverage for each of its employees. DELHI and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. DELHI agrees to grant RSCCD, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by DELHI under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by DELHI in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. DELHI, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of DELHI will receive favorable treatment when considered for enrollment in programs provided by, or employment with, DELHI.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of DELHI will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for DELHI to conduct business with a friend or associate of an executive or employee of DELHI, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest.** No executive or employee of DELHI, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by DELHI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. DELHI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. DELHI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **DELHI** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **DELHI** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH - SANCTIONS

32. If, through any cause, **DELHI** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **DELHI**, or if **DELHI** reports inaccurately, or if any audit report makes disallowances, **DELHI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **DELHI** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **DELHI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **DELHI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. 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.

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The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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 service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **DELHI**'s 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 or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **DELHI** with written notification of such determination. **DELHI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

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

AMENDMENTS

36. 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 both parties.

NOTICES

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

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

DELHI: Agency Representative: Margarita Chavez, Executive Director
Agency: Delhi Community Center
Address: 542 E. Central Ave.
City, State Zip: Santa Ana, CA 92707
Phone: (714) 549-1317

IN WITNESS WHEREOF, **RSCCD** and **DELHI** have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

DELHI COMMUNITY CENTER

By: _____
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board Approval
Date: February 2, 2009

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

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
LATINO HEALTH ACCESS**

This Agreement is entered into on the 2nd day of February, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Latino Health Access (hereinafter "LHA").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, LHA has agreed to participate in the purpose of this grant, and

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

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

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2008 and ending August 31, 2009 and shall be in the amount of \$10,000 and subject to the provisions of this Agreement.

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. LHA shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, LHA shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, LHA will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. LHA agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. LHA shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. LHA shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of LHA's services, or LHA's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. LHA shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. LHA 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.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, LHA under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of LHA pursuant to this Agreement. LHA shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local LHA guidelines. LHA shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement LHA agrees that it is the direct provider of intended services. Upon request, LHA 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.

CONTINGENCY OF FUNDS

11. LHA acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify LHA immediately and in writing. Immediately upon such notice LHA shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of LHA'S operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and LHA shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. LHA agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. LHA may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. LHA shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Education.

CARRYOVER

14. LHA may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the LHA's use of such funds, a written statement from the LHA describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, RSCCD shall make payments to LHA in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2008, no more often than once per quarter and no less than once per year, upon receipt and approval by RSCCD of LHA's invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$10,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** LHA shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. LHA's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and

- (4) Proper charging of costs and cost allocation.
- (b) **LHA'S Records.** LHA's records shall be sufficient to:
- (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) **Costs Charged.** Costs shall be charged to this contract only in accordance with the following:
- (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) **Cost Principles.** In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. LHA shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. LHA shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the LHA.

ACCESS AND RECORDS

19. (a) **Access.** RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to LHA's activities, books, documents and papers (including computer records) and to records of LHA's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of LHA are kept. In the event LHA does not make the above-referenced documents available within the County of Orange, California, LHA agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) **Records Retention.** All accounting records and evidence pertaining to all costs of LHA and all documents related to this Agreement shall be kept available at LHA'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. LHA shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to LHA from RSCCD, LHA assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, LHA and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. LHA will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) LHA will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) LHA will give written notice of its obligations under this Section of the Agreement to labor organizations with which LHA has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, LHA shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, LHA shall submit to RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by LHA, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** LHA shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, LHA shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by LHA under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) LHA shall indemnify, hold harmless and defend RSCCD, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of LHA's performance of this Agreement, or any act or omission of LHA, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by LHA in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of LHA, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. LHA shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend LHA, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or LHA requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including LHA personnel representatives. RSCCD shall forthwith remit all sums due LHA, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

LHA shall provide workers' compensation coverage for each of its employees. LHA and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. LHA agrees to grant RSCCD, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by LHA under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by LHA in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. LHA, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of LHA will receive favorable treatment when considered for enrollment in programs provided by, or employment with, LHA.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of LHA will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for LHA to conduct business with a friend or associate of an executive or employee of LHA, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest.** No executive or employee of LHA, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by LHA or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. LHA shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. LHA certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), LHA certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by LHA for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH - SANCTIONS

32. If, through any cause, LHA violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by LHA, or if LHA reports inaccurately, or if any audit report makes disallowances, LHA shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as LHA fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from LHA, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice LHA has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. 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** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **LHA**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **LHA** a written request to appeal said decision. Pending final decision of the appeal, **LHA** shall act in accordance with the written decision of **RSCCD** or the Department of Education, 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 **RSCCD**, and/or the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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 service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **LHA**'s 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 or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **LHA** with written notification of such determination. **LHA** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

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

AMENDMENTS

36. 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 both parties.

NOTICES

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

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

LHA: **Agency Representative:** America Bracho, President/CEO
Agency: Latino Health Access
Address: 1717 N. Broadway
City, State Zip: Santa Ana, CA 92706
Phone: (714) 542-7792

IN WITNESS WHEREOF, **RSCCD** and **LHA** have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

LATINO HEALTH ACCESS

By: _____
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: February 2, 2009

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

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
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- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Educational Services**

To: Board of Trustees	Date: February 2, 2009
Re: Sub-award Agreements – Tech Prep Consortium	
Action: Request for Approval	

BACKGROUND

Each year, the California Community Colleges Chancellor's Office contracts with Rancho Santiago Community College District (RSCC) to be the fiscal agent and coordinator of a Local Tech Prep Consortium. In addition to RSCCD, partners in this consortium are the Garden Grove Unified School District (GGUSD), Orange Unified School District (OUSD), and Santa Ana Unified School District (SAUSD). The State Chancellor's Office has renewed the District's Tech Prep funding for 2008/2009 and the District wishes to renew the sub-award agreements with the local partners.

ANALYSIS

The Rancho Santiago Community College District Tech Prep Consortium has received a grant (Grant # 08-139-053) to fund Tech Prep activities for fiscal year 2008/2009. The Local Tech Prep Work Plan for 2008/2009 specifies the allocation of \$30,000 to the partners for Tech Prep activities within their respective educational systems. The following agreements are presented for review and approval:

Garden Grove Unified School District	\$10,000
Orange Unified School District	\$10,000
Santa Ana Unified School District	\$10,000

The agreements cover the period from July 1, 2008 to June 30, 2009.

RECOMMENDATION

It is recommended that the sub-award agreements be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee, be authorized to sign the sub-award agreements.

Fiscal Impact: \$30,000	Board Date: February 2, 2009
Prepared by: Huong Nguyen	
Submitted by: Enrique Perez, Interim Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

**SUB-AWARD AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND THE
ORANGE UNIFIED SCHOOL DISTRICT
FOR THE
VOCATIONAL AND TECHNICAL EDUCATION ACT (VTEA) OF 1998
TECH PREP CONSORTIUM**

This Agreement is entered into between **Rancho Santiago Community College District** (hereinafter "**RSCCD**") and the **Orange Unified School District** (hereinafter "**OUSD**") for the delivery of services provided in Article I, A, Statement of Work, and in accordance with the terms and conditions set forth herein.

This Subgrant Agreement is awarded under the authority of the Chancellor's Office of the California Community Colleges under the Carl D. Perkins Vocational and Technical Education Act of 1998 (P.L. 105-332), to fund the Tech Prep Consortium Project Agreement No. 08-139-053.

**ARTICLE I
PERFORMANCE AND DELIVERY**

A. Statement of Work

RSCCD shall expand efforts to bring together community colleges to share ideas, concepts, and mutual concerns of Tech Prep programs for the benefit of students of the **OUSD**. **OUSD** shall utilize funding provided under this Agreement to support any of the following kinds of Tech Prep activities for teachers, students, or administrators:

- 1) Articulation Activities
- 2) Work-based Learning
- 3) Service Learning
- 4) Career Planning
- 5) Integration of academic and vocational education
- 6) Job-shadowing
- 7) Implementation of PATHFINDER
- 8) Implementation of Career Explorer, Bridges, and other Web-based career guidance programs
- 9) Curriculum development mini-grants
- 10) Activities related to teaching to "all aspects of industry"
- 11) Teacher in-service mini-grants
- 12) Internships
- 13) Implementation of SCANS through the curriculum
- 14) Data collection

- 15) Career speakers
- 16) Field trips
- 17) Development of business partners
- 18) OR other mutually agreed upon activities

An activities and spending plan must be submitted to the Tech Prep Consortia Director and approved by him before expenditures can be made.

Funding is for developmental work only and is not to be used for equipment purchases.

B. Travel

Only travel necessary to the project is allowed. Out-of-State travel requires prior approval of the Chancellor's Office Project Monitor and Tech Prep Consortium Director. The state reserves the right to limit Out-of-State travel.

C. Period of Performance

The period of performance for this subcontract shall be from July 1, 2008 through June 30, 2009.

D. Total Cost

The total cost to RSCCD for the performance of this subcontract shall not exceed \$10,000, to be paid in accordance with the terms set forth in Article II, C.

E. Delivery

All final materials and reports required under this subcontract shall be completed and delivered to RSCCD on or before July 15, 2009. The final report shall conform to the report format provided in **Exhibit 1** to this Agreement.

ARTICLE II COST, PAYMENT AND INVOICING

A. Allowable Costs and Fees

The allowable costs and fees eligible for reimbursement to OUSD for performance of this Agreement shall be determined in accordance with the terms of this Agreement.

B. Payment

Payment will be made on a cost reimbursement basis by RSCCD to the OUSD on a quarterly basis upon presentation of the OUSD's itemized, properly formatted and timely invoice. Additionally, OUSD shall provide a Quarterly Expenditure and Progress Report (as shown in **Exhibit 2**).

RSCCD shall not pay any invoice where the total payments would result in a cumulative payment in excess of the limitations established by Article I, C.

Invoices are due on the 15th day of the following months:

**March 2009
June 2009**

C. Invoicing

Invoices shall be submitted with the following required information and in the following manner:

- (1) In duplicate (one (1) original and one (1) copy);**
- (2) Reference the Project Grant Title and the Grant Number;**
- (3) Identify the period the invoice covers;**
- (4) Itemize all items;**
- (5) Addressed to:**

**Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Catherine Nguyen, Senior Accountant**

**ARTICLE III
GENERAL TERMS AND CONDITIONS**

A. Documentation/Audit

OUSD will maintain adequate financial records, in accordance with generally accepted accounting practices to clearly and easily identify expenses of the Agreement, to describe the nature of each expense and to establish relatedness to this Agreement. All records related to this Agreement shall be reasonably available for inspection by RSCCD and/or the State Auditor. The financial records of this Agreement shall be retained for a period of five (5) years after the final payment under the grant.

B. Subcontracts

This provision prohibits OUSD from entering into a subcontract or subgrant without the additional written approval of the State's Project Monitor.

The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

C. Assignment

This Agreement may not be assigned in whole or in part by OUSD without the prior written consent of RSCCD, which consent may be withheld by RSCCD in its sole and absolute discretion.

D. Termination

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, except that the termination of the Tech Prep Consortium Project Agreement No. 07-139-053 concurrently terminates this Agreement as of the same date. OUSD shall be entitled to be compensated only for services rendered through the date of termination. Both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. This notice shall be deemed given when received or no later than three (3) days after the date of mailing whichever is sooner.

It is mutually understood between the parties that this subgrant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the subgrant were executed after that determination was made.

This subgrant is valid and enforceable only if sufficient funds are made available to the State by the United States Federal Government for the current fiscal year for the purposes of this program. In addition, this subgrant is subject to any additional restrictions, limitations or conditions enacted by Congress which may affect the provisions, term or funding of this subgrant in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.

The State has the option to void the grant under the thirty (30) day cancellation clause or to amend the grant to reflect any reduction of funds.

Any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

E. Compliance with Laws

OUSD shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances including worker's compensation in performing this Subcontract.

F. Document Disclosure

Any document or written report prepared for or under the direction of RSCCD or the State, in whole or in part by OUSD, shall contain the grant number and dollar amount of the grant.

G. Work for Hire

- (1) **OUSD** agrees that any and all services rendered, materials, inventions for processes, machines, manufacturers, or compositions of matter, and trademarks/servicemarks created, developed or produced pursuant to the subgrant agreement, shall be and are Work for Hire. All rights, title, and interest in and to the Work developed under this subcontract/Agreement/subgrant shall be assigned and transferred to the Chancellor's Office of the California Community Colleges. This Work for Hire agreement shall survive the expiration or early termination of this subgrant.

- (2) The copyright for all materials produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office of the California Community Colleges. **OUSD**, and all subgrantees/subcontractors and others who produce copyright materials pursuant to the grant, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office of the California Community Colleges. The Chancellor's Office of the California Community Colleges shall acknowledge **OUSD** or its Subgrantees or Subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office of the California Community Colleges may license **RSCCD** or **OUSD** or its Subgrantees or Subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate the Chancellor's Office of the California Community Colleges for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office of the California Community Colleges for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this subgrant, even if such derivative works compete with those created under this subgrant.

All materials developed in draft and in final form pursuant to this subgrant shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr."; followed by the year created; and the words "Chancellor's Office of the California Community Colleges." Acknowledgment may be given to **RSCCD**, or **OUSD** or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office of the California Community Colleges or the **RSCCD** or **OUSD** that the copyright be registered with the U.S. Copyright Office, that party will be responsible for applying for, paying the filing fees for, and securing said copyright.

- (3) All technical communications and records originated or prepared by the **OUSD** or its Subgrantees or Subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not

including OUSD's administrative communications and records relating to this subgrant, shall be delivered to and shall become the exclusive property of the Chancellor's Office of the California Community Colleges and may be copyrighted by the Chancellor's Office of the California Community Colleges.

- (4) If it is deemed necessary by either the Chancellor's Office of the California Community Colleges or OUSD that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacturer, or composition of matter, OUSD will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufacturers, or compositions of matter developed pursuant to this subgrant shall be issued to the "Chancellor's Office of the California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to OUSD or the actual inventor(s) in an appropriate manner. The Chancellor's Office of the California Community Colleges agrees to grant a nonexclusive license for such intellectual property to RSCCD or OUSD, as appropriate. Said license shall include the right to use the patent inventions for processes, machines, manufacturers, or compositions of matter derived from those created under this subgrant.
- (5) All trademarks and servicemarks created, developed or acquired pursuant to this subgrant agreement shall be the property of the Chancellor's Office of the California Community Colleges. If it is deemed necessary by either the Chancellor's Office of the California Community Colleges, RSCCD, or the OUSD that a trademark or servicemark be registered with state or federal agencies, OUSD will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this subgrant shall be issued to the "Chancellor's Office of the California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office of the California Community Colleges agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this subgrant to OUSD.
- (6) In connection with any license granted pursuant to the preceding paragraphs, OUSD agrees not to permit infringement by any person, to compensate Chancellor's Office of the California Community Colleges for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office of the California Community Colleges for any and all claims arising out of or in connection with such license. OUSD may, with the permission of RSCCD and the Chancellor's Office of the California Community Colleges, enter into a written sublicensing agreement subject to these same conditions.

(7) Any and all services rendered, materials, inventions for processes, machines, manufacturers, or compositions of matter, and trademarks/servicemarks created, developed or produced pursuant to the subgrant agreement by subgrantees/subcontractors who create works for this subgrant for OUSD are for and are the property of the Chancellor's Office of the California Community Colleges. OUSD shall obtain an acknowledgement of the work for hire performed by these subgrantees/subcontractors who produce intellectual property pursuant to the grant agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office of the California Community Colleges from all subgrantees/subcontractors. OUSD shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subgrantees/subcontractors who create works for this grant. No unpaid volunteer or other person shall produce copyright materials under this subgrant without entering into a subgrant/subcontract between such person(s) and OUSD giving the Chancellor's Office of the California Community Colleges the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

H. Federal Nondiscrimination Clause

In addition to complying with the requirements of provision X of this Agreement, Subcontractors receiving federal funds shall also comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793-794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; California State Plan for Use of Carl D. Perkins Funds; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.

I. Student Participation

No person shall be excluded from, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this subgrant on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, physical or mental disability, or sexual orientation. Such programs should not be designed, administered, or advertised in a manner which discourages participation by students on any of these bases. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, or ethnicity. In the event that mentoring or counseling services are provided with funding provided by this grant, students may not be paired with mentors or counselors based solely upon the race, color, national origin, or ethnicity of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where subgrantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

J. Eligibility for Non-citizens

Funds provided under this subgrant shall only be used to employ, contract with, or provides services to citizens of the United States or non-citizens who are eligible to receive public benefits pursuant to Section 4001 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

K. Nondiscrimination Clause

During the performance of this subgrant, OUSD and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave or sexual orientation. OUSD and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. OUSD and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations* are incorporated into this subcontract by reference and made a part hereof as if set forth in full. OUSD and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

L. Americans with Disabilities Act of 1990

By signing this Agreement, OUSD assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. OUSD shall upon request by any person, make any materials produced with subgrant funds available in Braille, large print, electronic text, or other appropriate alternate format. OUSD shall establish policies and procedures to respond to such requests in a timely manner. All data-processing, telecommunications, and/or instructional equipment purchased under this grant (if allowed within the funding category) and all instructional software/resources purchased or developed under this subgrant shall, where feasible, be designed to permit use by persons with disabilities (including those who are visually impaired or hearing impaired) or appropriate adaptive equipment or software shall be purchased or developed to provide accessibility for persons with disabilities. Design of computer or web-based instructional material shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

M. Drug-Free Workplace Certification

By signing this Agreement, **OUSD** hereby certifies under penalty of perjury under the laws of the State of California that **OUSD** will comply with the requirements of the Drug-Free Workplace Act of 1990 (*Government Code* Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (2) Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug-abuse in the workplace;
 2. The person or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- (3) Every employee who works the proposed grant will:
 1. Receive a copy of the company's drug-free policy statement; and,
 2. Agree to abide by the terms of the company's statement as a condition of employment on the grant.

N. Indemnification by RSCCD

RSCCD agrees to indemnify, defend, and hold harmless **OUSD** and its officers, employees, agents, and volunteers from and all claims, actions, losses, damages and/or liability arising out of the performance of this Subcontract Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of **RSCCD**, including any acts, errors, or omissions of any officers, employees, instructors, students, or agents of **RSCCD**, for any costs and expenses incurred by **OUSD** of account of any claims therefore except where such indemnification is prohibited by law.

O. Indemnification by OUSD

OUSD agrees to indemnify, defend, and hold harmless **RSCCD** and its authorized agents, officers, trustees, volunteers, employees, and students, from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Subcontract Agreement or from any cause whatsoever which may arise because of the negligence, misconduct or other fault of **OUSD**, including any acts errors, or omissions of any officers, employees, instructors, or agents of **OUSD**, for any costs and expenses incurred by **RSCCD** on account of any claims therefore except where such indemnification is prohibited by law.

P. Notice

Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To RSCCD: Rancho Santiago Community College District
c/o Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attn: Mr. Bart Hoffman, Project Director

With a copy to: Rancho Santiago Community College District
2323 North Broadway Street
Santa Ana, CA 92706
Attn: Peter J. Hardash
Vice Chancellor Business/Fiscal Services

To OUSD: Orange Unified School District
250 South Yorba
Orange, CA 92869
Attn: Ms. Teryl Snyder, Administrator

Q. Independent Status of OUSD

OUSD, and its agents and employees of **OUSD**, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of **RSCCD** or the State of California.

R. Governing Law

This Agreement shall be governed by the laws of the State of California both as to interpretation and performance.

S. Entire Agreement

This Agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

APPROVED AND AGREED:

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**ORANGE UNIFIED
SCHOOL DISTRICT**

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Title: Vice Chancellor
Bus. Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**Board
Approval**

Date: February 2, 2009

**Rancho Santiago CCD Tech Prep Consortium
Final Performance Report Format
2008/2009**

The Final Performance Report for the 2008/2009 Tech Prep Consortium will consist of three elements:

- 1. Final Expenditure Report for 2008/2009 (See Form A)**
- 2. Final Expenditure Report Data Summary Sheet (See Form B)**
- 3. Narrative Report to consist of four reporting elements:**
 - a. Description of significant project outcomes.**
 - b. Identification and description of those aspects of the project that were unique and particularly effective.**
 - c. Progress in implementing VTEA Tech Prep accountability requirements.**
 - d. Report on significant student career pathways under development or implemented.**

2008-2009 Final Report of Expenditures by Source of Funds

Grant Number: 08-139-053

Contact (Name): _____

E-Mail Address: _____

District: Orange Unified School District

Telephone: _____

Fax: _____

Source of Funds	VTEA II, Tech Prep									
	Budget	Expenditure	Balance	Budget	Expenditure	Balance	Budget	Expenditure	Balance	
1000 Instructional Salaries										
2000 Non instructional Salaries										
3000 Employee Benefits										
4000 Supplies and Materials										
5000 Other Operating Exp. & Svcs.										
6000 Capital Outlay										
7000 Other Outgo										
Total Direct Expenditures										
Total Indirect Expenditures										
Total Expenditures										

Certification: All expenditures shown on this claim are supported with documentation and comply with applicable State and Federal regulations including the Chancellor's Office, California Community Colleges Instructions Terms and Conditions 1999-2000; the Carl D. Perkins Vocational Technical Education Act of 1998 Public Law (P.L. 105-332); Titles VI and VII, Civil Rights Act of 1964; Title IX, Education Amendment of 1992; Title 5, California Code of Regulations; and the extended State Plan for Vocational Education.

(Project Director Signature)

Date:

(Chief Business Officer/Authorized Signature)

Date:

SUBMIT COMPLETED FORMS TO
John Kalko, RSCCD Tech Prep Coordinator
 Santa Ana College
 1530 W. 17th Street
 Santa Ana, CA 92706-3398

VTEA 98 – Title II, Tech Prep
 Final Performance Report
 Data Summary Form
 2008-2009

Grant No.:	08-139-053	College/District:	Orange Unified School District
Project Title:	RSCCD Tech Prep Consortia	Project Director:	
Funding Period:	07/01/2008 to 06/30/2009	Phone No.:	
Fax No.:		E-Mail Address:	

Please Report Expenditures and Estimates
(Fill in unshaded boxes)

1. Amount of Federal Funds Awarded	\$	10,000
2. Amount of Federal Funds Expended	\$	
3. Estimated Federal Funds Expended In:		
Curriculum Development and Improvement	\$	
Professional Development	\$	
Partnership Development	\$	
Performance Accountability	\$	
Student Support Structures:		
Adaptive Services	\$	
Student Leadership	\$	
Counseling/Assessment	\$	
Dependent Care	\$	
Internship	\$	
Mentoring/Job Shadowing	\$	
Recruitment	\$	
Textbooks	\$	
Transportation	\$	
Tutoring	\$	
Other	\$	

4. Number and Gender of Students Served with Title II, Tech-Prep			
	Gender	Male	Female
	Secondary		
	Post-Secondary		
	Total		

5a. Number and Gender of Professional Staff Served with Title II, Tech-Prep			5b. Discipline of Professional Staff Served	
Gender	Male	Female	General	
Secondary			Academic Education	
Post-Secondary			Vocational Education	
Total			Guidance/Counselor	
			Instructional Support	
			Total	

6. High School in Tech-Prep Consortium	
Number Participating	
Number Not Participating	
Total	

7. Number of Courses	
Added (New):	
Expanded (Revised)	
Deleted	

8. The above data and attached narrative report are submitted by:	
Project Director Signature:	Date:

For COCCC Use Only:	
This information meets the COCCC Final Reporting Requirements	
Project Director Signature:	Date:

California Community Colleges
YEAR-TO-DATE EXPENDITURE AND PROGRESS REPORT

Rancho Santiago CCD

Reporting Time Frame (Check One)

1. Grant Agreement Number: 08-139-053 Total Grant Award: \$10,000.00
2. Tech Prep Partner: Orange Unified School District
3. Contact Person: _____
4. Telephone Number: () _____

<input type="checkbox"/> 1 st Quarter	(7/1-9/30)	Due 10/15
<input type="checkbox"/> 2 nd Quarter	(7/1-12/31)	Due 1/15
<input type="checkbox"/> 3 rd Quarter	(7/1-3/31)	Due 4/15
<input type="checkbox"/> 4 th Quarter	(7/1-6/30)	Due 7/15

	Source of Funds		VTEA II, Tech-Prep		
			Budget	Expenditure	Balance
6.	1000	Instructional Salaries			
7.	2000	Non instructional Salaries			
8.	3000	Employee Benefits			
9.	4000	Supplies and Materials			
10.	5000	Other Operating Exp. & Svcs.			
11.	6000	Capital Outlay			
12.	7000	Other Outgo			
13.		Total Direct Expenditures			
14.		Total Indirect Expenditures			
15.		Total Expenditures			

16 **Progress Report (Check One)**

- Objectives and timelines are being met. (MUST complete form reverse side)
- Objectives and timelines are not being met. (MUST complete form reverse side)

This is to certify that the Year-to-Date Expenditures and Progress Report has been prepared in accordance with the applicable Federal and State regulations. To the best of my knowledge, the data contained in this report and declarations on the reverse are true and accurate. Any project results are supported by documented deliverables (i.e., student outcomes/products) on file at the District/Center

17	
Project Director's Signature and Printed Name _____	Date _____
Chief Business Officer or Designee's Signature and Printed Name _____	Date _____

List of Deliverables (i.e., products, student performance outcomes, etc.)

Reasons for lack of progress towards attainment of objectives/timelines:



**SUBCONTRACT AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND THE
GARDEN GROVE UNIFIED SCHOOL DISTRICT
FOR THE
VOCATIONAL AND TECHNICAL EDUCATION ACT (VTEA) OF 1998
TECH PREP CONSORTIUM**

This Agreement is entered into between **Rancho Santiago Community College District** (hereinafter "**RSCCD**") and the **Garden Grove Unified School District** (hereinafter "**GGUSD**") for the delivery of services provided in Article I, A, Statement of Work, and in accordance with the terms and conditions set forth herein.

This Subgrant Agreement is awarded under the authority of the Chancellor's Office of the California Community Colleges under the Carl D. Perkins Vocational and Technical Education Act of 1998 (P.L. 105-332), to fund the Tech Prep Consortium Project Agreement No. 08-139-053.

**ARTICLE I
PERFORMANCE AND DELIVERY**

A. Statement of Work

RSCCD shall expand efforts to bring together community colleges to share ideas, concepts, and mutual concerns of Tech Prep programs for the benefit of students of the **GGUSD**. **GGUSD** shall utilize funding provided under this Agreement to support any of the following kinds of Tech Prep activities for teachers, students, or administrators:

- 1) Articulation Activities
- 2) Work-based Learning
- 3) Service Learning
- 4) Career Planning
- 5) Integration of academic and vocational education
- 6) Job-shadowing
- 7) Implementation of PATHFINDER
- 8) Implementation of Career Explorer, Bridges, and other Web-based career guidance programs
- 9) Curriculum development mini-grants
- 10) Activities related to teaching to "all aspects of industry"
- 11) Teacher in-service mini-grants
- 12) Internships
- 13) Implementation of SCANS through the curriculum
- 14) Data collection

- 15) Career speakers
- 16) Field trips
- 17) Development of business partners
- 18) OR other mutually agreed upon activities

An activities and spending plan must be submitted to the Tech Prep Consortia Director and approved by him before expenditures can be made.

Funding is for developmental work only and is not to be used for equipment purchases.

B. Travel

Only travel necessary to the project is allowed. Out-of-State travel requires prior approval of the Chancellor's Office Project Monitor and Tech Prep Consortium Director. The state reserves the right to limit Out-of-State travel.

C. Period of Performance

The period of performance for this subcontract shall be from July 1, 2008 through June 30, 2009.

D. Total Cost

The total cost to RSCCD for the performance of this subcontract shall not exceed \$10,000, to be paid in accordance with the terms set forth in Article II, C.

E. Delivery

All final materials and reports required under this subcontract shall be completed and delivered to RSCCD on or before July 15, 2009. The final report shall conform to the report format provided in **Exhibit 1** to this Agreement.

ARTICLE II COST, PAYMENT AND INVOICING

A. Allowable Costs and Fees

The allowable costs and fees eligible for reimbursement to GGUSD for performance of this Agreement shall be determined in accordance with the terms of this Agreement.

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Payment will be made on a cost reimbursement basis by RSCCD to the GGUSD on a quarterly basis upon presentation of the GGUSD's itemized, properly formatted and timely invoice. Additionally, GGUSD shall provide a Quarterly Expenditure and Progress Report (as shown in **Exhibit 2**).

RSCCD shall not pay any invoice where the total payments would result in a cumulative payment in excess of the limitations established by Article I, C.

Invoices are due on the 15th day of the following months:

March 2009

June 2009

C. Invoicing

Invoices shall be submitted with the following required information and in the following manner:

- (1) In duplicate {one (1) original and one (1) copy};**
- (2) Reference the Project Grant Title and the Grant Number;**
- (3) Identify the period the invoice covers;**
- (4) Itemize all items;**
- (5) Addressed to:**

**Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Catherine Nguyen, Senior Accountant**

**ARTICLE III
GENERAL TERMS AND CONDITIONS**

A. Documentation/Audit

GGUSD will maintain adequate financial records, in accordance with generally accepted accounting practices to clearly and easily identify expenses of the Agreement, to describe the nature of each expense and to establish relatedness to this Agreement. All records related to this Agreement shall be reasonably available for inspection by RSCCD and/or the State Auditor. The financial records of this Agreement shall be retained for a period of five (5) years after the final payment under the grant.

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This Agreement may not be assigned in whole or in part by GGUSD without the prior written consent of RSCCD, which consent may be withheld by RSCCD in its sole and absolute discretion.

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It is mutually understood between the parties that this subgrant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the subgrant were executed after that determination was made.

This subgrant is valid and enforceable only if sufficient funds are made available to the State by the United States Federal Government for the current fiscal year for the purposes of this program. In addition, this subgrant is subject to any additional restrictions, limitations or conditions enacted by Congress which may affect the provisions, term or funding of this subgrant in any manner.

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The State has the option to void the grant under the thirty (30) day cancellation clause or to amend the grant to reflect any reduction of funds.

Any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

E. Compliance with Laws

GGUSD shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances including worker's compensation in performing this Subcontract.

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Any document or written report prepared for or under the direction of RSCCD or the State, in whole or in part by GGUSD, shall contain the grant number and dollar amount of the grant.

G. Work for Hire

(1) **GGUSD** agrees that any and all services rendered, materials, inventions for processes, machines, manufacturers, or compositions of matter, and trademarks/servicemarks created, developed or produced pursuant to the subgrant agreement, shall be and are Work for Hire. All rights, title, and interest in and to the Work developed under this subcontract/Agreement/subgrant shall be assigned and transferred to the Chancellor's Office of the California Community Colleges. This Work for Hire agreement shall survive the expiration or early termination of this subgrant.

(2) The copyright for all materials produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office of the California Community Colleges. **GGUSD**, and all subgrantees/subcontractors and others who produce copyright materials pursuant to the grant, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office of the California Community Colleges. The Chancellor's Office of the California Community Colleges shall acknowledge **GGUSD** or its Subgrantees or Subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office of the California Community Colleges may license **RSCCD** or **GGUSD** or its Subgrantees or Subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate the Chancellor's Office of the California Community Colleges for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office of the California Community Colleges for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this subgrant, even if such derivative works compete with those created under this subgrant.

All materials developed in draft and in final form pursuant to this subgrant shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr."; followed by the year created; and the words "Chancellor's Office of the California Community Colleges." Acknowledgment may be given to **RSCCD**, or **GGUSD** or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office of the California Community Colleges or the **RSCCD** or **GGUSD** that the copyright be registered with the U.S. Copyright Office, that party will be responsible for applying for, paying the filing fees for, and securing said copyright.

(3) All technical communications and records originated or prepared by the **GGUSD** or its Subgrantees or Subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not

including **GGUSD's** administrative communications and records relating to this subgrant, shall be delivered to and shall become the exclusive property of the Chancellor's Office of the California Community Colleges and may be copyrighted by the Chancellor's Office of the California Community Colleges.

- (4) If it is deemed necessary by either the Chancellor's Office of the California Community Colleges or **GGUSD** that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacturer, or composition of matter, **GGUSD** will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufacturers, or compositions of matter developed pursuant to this subgrant shall be issued to the "Chancellor's Office of the California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to **GGUSD** or the actual inventor(s) in an appropriate manner. The Chancellor's Office of the California Community Colleges agrees to grant a nonexclusive license for such intellectual property to **RSCCD** or **GGUSD**, as appropriate. Said license shall include the right to use the patent inventions for processes, machines, manufacturers, or compositions of matter derived from those created under this subgrant.
- (5) All trademarks and servicemarks created, developed or acquired pursuant to this subgrant agreement shall be the property of the Chancellor's Office of the California Community Colleges. If it is deemed necessary by either the Chancellor's Office of the California Community Colleges, **RSCCD**, or the **GGUSD** that a trademark or servicemark be registered with state or federal agencies, **GGUSD** will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this subgrant shall be issued to the "Chancellor's Office of the California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office of the California Community Colleges agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this subgrant to **GGUSD**.
- (6) In connection with any license granted pursuant to the preceding paragraphs, **GGUSD** agrees not to permit infringement by any person, to compensate Chancellor's Office of the California Community Colleges for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office of the California Community Colleges for any and all claims arising out of or in connection with such license. **GGUSD** may, with the permission of **RSCCD** and the Chancellor's Office of the California Community Colleges, enter into a written sublicensing agreement subject to these same conditions.

(7) Any and all services rendered, materials, inventions for processes, machines, manufacturers, or compositions of matter, and trademarks/servicemarks created, developed or produced pursuant to the subgrant agreement by subgrantees/subcontractors who create works for this subgrant for GGUSD are for and are the property of the Chancellor's Office of the California Community Colleges. GGUSD shall obtain an acknowledgement of the work for hire performed by these subgrantees/subcontractors who produce intellectual property pursuant to the grant agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office of the California Community Colleges from all subgrantees/subcontractors. GGUSD shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subgrantees/subcontractors who create works for this grant. No unpaid volunteer or other person shall produce copyright materials under this subgrant without entering into a subgrant/subcontract between such person(s) and GGUSD giving the Chancellor's Office of the California Community Colleges the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

H. Federal Nondiscrimination Clause

In addition to complying with the requirements of provision X of this Agreement, Subcontractors receiving federal funds shall also comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793-794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; California State Plan for Use of Carl D. Perkins Funds; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.

I. Student Participation

No person shall be excluded from, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this subgrant on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, physical or mental disability, or sexual orientation. Such programs should not be designed, administered, or advertised in a manner which discourages participation by students on any of these bases. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, or ethnicity. In the event that mentoring or counseling services are provided with funding provided by this grant, students may not be paired with mentors or counselors based solely upon the race, color, national origin, or ethnicity of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where subgrantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

J. Eligibility for Non-citizens

Funds provided under this subgrant shall only be used to employ, contract with, or provides services to citizens of the United States or non-citizens who are eligible to receive public benefits pursuant to Section 4001 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

K. Nondiscrimination Clause

During the performance of this subgrant, GGUSD and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave or sexual orientation. GGUSD and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. GGUSD and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations* are incorporated into this subcontract by reference and made a part hereof as if set forth in full. GGUSD and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

L. Americans with Disabilities Act of 1990

By signing this Agreement, GGUSD assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. GGUSD shall upon request by any person, make any materials produced with subgrant funds available in Braille, large print, electronic text, or other appropriate alternate format. GGUSD shall establish policies and procedures to respond to such requests in a timely manner. All data-processing, telecommunications, and/or instructional equipment purchased under this grant (if allowed within the funding category) and all instructional software/resources purchased or developed under this subgrant shall, where feasible, be designed to permit use by persons with disabilities (including those who are visually impaired or hearing impaired) or appropriate adaptive equipment or software shall be purchased or developed to provide accessibility for persons with disabilities. Design of computer or web-based instructional material shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

M. Drug-Free Workplace Certification

By signing this Agreement, **GGUSD** hereby certifies under penalty of perjury under the laws of the State of California that **GGUSD** will comply with the requirements of the Drug-Free Workplace Act of 1990 (*Government Code* Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (2) Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug-abuse in the workplace;
 2. The person or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- (3) Every employee who works the proposed grant will:
 1. Receive a copy of the company's drug-free policy statement; and,
 2. Agree to abide by the terms of the company's statement as a condition of employment on the grant.

N. Indemnification by RSCCD

RSCCD agrees to indemnify, defend, and hold harmless **GGUSD** and its officers, employees, agents, and volunteers from and all claims, actions, losses, damages and/or liability arising out of the performance of this Subcontract Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of **RSCCD**, including any acts, errors, or omissions of any officers, employees, instructors, students, or agents of **RSCCD**, for any costs and expenses incurred by **GGUSD** of account of any claims therefore except where such indemnification is prohibited by law.

O. Indemnification by GGUSD

GGUSD agrees to indemnify, defend, and hold harmless **RSCCD** and its authorized agents, officers, trustees, volunteers, employees, and students, from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Subcontract Agreement or from any cause whatsoever which may arise because of the negligence, misconduct or other fault of **GGUSD**, including any acts errors, or omissions of any officers, employees, instructors, or agents of **GGUSD**, for any costs and expenses incurred by **RSCCD** on account of any claims therefore except where such indemnification is prohibited by law.

P. Notice

Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To RSCCD: Rancho Santiago Community College District
c/o Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attn: Mr. Bart Hoffman, Project Director

With a copy to: Rancho Santiago Community College District
2323 North Broadway Street
Santa Ana, CA 92706
Attn: Peter J. Hardash
Vice Chancellor Business/Fiscal Services

To GGUSD: Garden Grove Unified School District
ROP and Vocational Education
Lincoln Center
11262 Garden Grove Blvd.
Garden Grove, CA 92843
Attn: Mr. Terrence S. Haxton

Q. Independent Status of GGUSD

GGUSD, and its agents and employees of **GGUSD**, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of **RSCCD** or the State of California.

R. Governing Law

This Agreement shall be governed by the laws of the State of California both as to interpretation and performance.

S. Entire Agreement

This Agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

APPROVED AND AGREED:

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**GARDEN GROVE UNIFIED
SCHOOL DISTRICT**

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Title: Vice Chancellor
Bus. Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**Board
Approval**

Date: February 2, 2009

**Rancho Santiago CCD Tech Prep Consortium
Final Performance Report Format
2007/2008**

The Final Performance Report for the 2007/2008 Tech Prep Consortium will consist of three elements:

1. Final Expenditure Report for 2007/2008 (See Form A)
2. Final Expenditure Report Data Summary Sheet (See Form B)
3. Narrative Report to consist of four reporting elements:
 - a. Description of significant project outcomes.
 - b. Identification and description of those aspects of the project that were unique and particularly effective.
 - c. Progress in implementing VTEA Tech Prep accountability requirements.
 - d. Report on significant student career pathways under development or implemented.

2007-2008 Final Report of Expenditures by Source of Funds

Grant Number: 07-139-053 Contact (Name): _____ E-Mail Address: _____
 District: Garden Grove Unified School District Telephone: _____ Fax: _____

Source of Funds	VTEA II, Tech Prep								
	Budget	Expenditure	Balance	Budget	Expenditure	Balance	Budget	Expenditure	Balance
1000 Instructional Salaries									
2000 Non instructional Salaries									
3000 Employee Benefits									
4000 Supplies and Materials									
5000 Other Operating Exp. & Srvs.									
6000 Capital Outlay									
7000 Other Outgo									
Total Direct Expenditures									
Total Indirect Expenditures									
Total Expenditures									

Certification: All expenditures shown on this claim are supported with documentation and comply with applicable State and Federal regulations including the Chancellor's Office, California Community Colleges Instructions Terms and Conditions 1999-2000; the Carl D. Perkins Vocational Technical Education Act of 1998 Public Law (P.L. 105-332); Titles VI and VII, Civil Rights Act of 1964; Title IX, Education Amendment of 1992; Title 5, California Code of Regulations; and the extended State Plan for Vocational Education.

 (Project Director Signature)

 Date:

 (Chief Business Officer/Authorized Signature)

 Date:

SUBMIT COMPLETED FORMS TO:
 John Kalko, RSCCD Tech Prep Coordinator
 Santa Ana College
 1530 W 17th Street
 Santa Ana, CA 92706-3398

6.3 (31)

VTEA 98 – Title II, Tech Prep
 Final Performance Report
 Data Summary Form
 2007-2008

Grant No.:	07-139-053	College/District:	Garden Grove Unified School District
Project Title:	RSCCD Tech Prep Consortia	Project Director:	
Funding Period:	07/01/2007 to 06/30/2008	Phone No.:	
Fax No.:		E-Mail Address:	

Please Report Expenditures and Estimates (Fill in unshaded boxes)		
1. Amount of Federal Funds Awarded	\$	10,000
2. Amount of Federal Funds Expended	\$	
3. Estimated Federal Funds Expended in:		
Curriculum Development and Improvement	\$	
Professional Development	\$	
Partnership Development	\$	
Performance Accountability	\$	
Student Support Structures:		
Adaptive Services	\$	
Student Leadership	\$	
Counseling/Assessment	\$	
Dependent Care	\$	
Internship	\$	
Mentoring/Job Shadowing	\$	
Recruitment	\$	
Textbooks	\$	
Transportation	\$	
Tutoring	\$	
Other	\$	

4. Number and Gender of Students Served with Title II, Tech-Prep			
	Gender	Male	Female
Secondary			
Post-Secondary			
Total			

5a. Number and Gender of Professional Staff Served with Title II, Tech-Prep			5b. Discipline of Professional Staff Served	
Gender	Male	Female	General	
Secondary			Academic Education	
Post-Secondary			Vocational Education	
Total			Guidance/Counselor	
			Instructional Support	
			Total	

6. High School in Tech-Prep Consortium	
Number Participating	
Number Not Participating	
Total	

7. Number of Courses	
Added (New)	
Expanded (Revised)	
Deleted	

8. The above data and attached narrative report are submitted by:	
Project Director Signature:	Date:

For COCCC Use Only:	
This information meets the COCCC Final Reporting Requirements	
Project Director Signature:	Date:

California Community Colleges
YEAR-TO-DATE EXPENDITURE AND PROGRESS REPORT

Rancho Santiago CCD

Reporting Time Frame (Check One)

1. Grant Agreement Number: 07-139-053 Total Grant Award: \$10,000.00
2. Tech Prep Partner: Garden Grove Unified School District
3. Contact Person: _____
4. Telephone Number: () _____

<input type="checkbox"/> 1 st Quarter	(7/1-9/30)	Due 10/15
<input type="checkbox"/> 2 nd Quarter	(7/1-12/31)	Due 1/15
<input type="checkbox"/> 3 rd Quarter	(7/1-3/31)	Due 4/15
<input type="checkbox"/> 4 th Quarter	(7/1-6/30)	Due 7/15

5.	Source of Funds		VTEA II, Tech-Prep		
			Budget	Expenditure	Balance
6.	1000	Instructional Salaries			
7.	2000	Non instructional Salaries			
8.	3000	Employee Benefits			
9.	4000	Supplies and Materials			
10.	5000	Other Operating Exp. & Srvs.			
11.	6000	Capital Outlay			
12.	7000	Other Outgo			
13.		Total Direct Expenditures			
14.		Total Indirect Expenditures			
15.		Total Expenditures			

16. **Progress Report (Check One)**

- Objectives and timelines are being met. (MUST complete form reverse side)
- Objectives and timelines are not being met. (MUST complete form reverse side)

This is to certify that the Year-to-Date Expenditures and Progress Report has been prepared in accordance with the applicable Federal and State regulations. To the best of my knowledge, the data contained in this report and declarations on the reverse are true and accurate. Any project results are supported by documented deliverables (i.e., student outcomes/products) on file at the District/Center

17	
_____	_____
<i>Project Director's Signature and Printed Name</i>	<i>Date</i>
_____	_____
<i>Chief Business Officer or Designee's Signature and Printed Name</i>	<i>Date</i>

6.3 (34)

List of Deliverables (i.e., products, student performance outcomes, etc.)

Reasons for lack of progress towards attainment of objectives/timelines:

**SUBCONTRACT AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND THE
SANTA ANA UNIFIED SCHOOL DISTRICT
FOR THE
VOCATIONAL AND TECHNICAL EDUCATION ACT (VTEA) OF 1998
TECH PREP CONSORTIUM**

This Agreement is entered into between **Rancho Santiago Community College District** (hereinafter "RSCCD") and the **Santa Ana Unified School District** (hereinafter "SAUSD") for the delivery of services provided in Article I, A, Statement of Work, and in accordance with the terms and conditions set forth herein.

This Subgrant Agreement is awarded under the authority of the Chancellor's Office of the California Community Colleges under the Carl D. Perkins Vocational and Technical Education Act of 1998 (P.L. 105-332), to fund the Tech Prep Consortium Project Agreement No. 08-139-053.

**ARTICLE I
PERFORMANCE AND DELIVERY**

A. Statement of Work

RSCCD shall expand efforts to bring together community colleges to share ideas, concepts, and mutual concerns of Tech Prep programs for the benefit of students of the **SAUSD**. **SAUSD** shall utilize funding provided under this Agreement to support any of the following kinds of Tech Prep activities for teachers, students, or administrators:

- 1) Articulation Activities
- 2) Work-based Learning
- 3) Service Learning
- 4) Career Planning
- 5) Integration of academic and vocational education
- 6) Job-shadowing
- 7) Implementation of PATHFINDER
- 8) Implementation of Career Explorer, Bridges, and other Web-based career guidance programs
- 9) Curriculum development mini-grants
- 10) Activities related to teaching to "all aspects of industry"
- 11) Teacher in-service mini-grants
- 12) Internships
- 13) Implementation of SCANS through the curriculum
- 14) Data collection

- 15) Career speakers
- 16) Field trips
- 17) Development of business partners
- 18) OR other mutually agreed upon activities

An activities and spending plan must be submitted to the Tech Prep Consortia Director and approved by him before expenditures can be made.

Funding is for developmental work only and is not to be used for equipment purchases.

B. Travel

Only travel necessary to the project is allowed. Out-of-State travel requires prior approval of the Chancellor's Office Project Monitor and Tech Prep Consortium Director. The state reserves the right to limit Out-of-State travel.

C. Period of Performance

The period of performance for this subcontract shall be from July 1, 2008 through June 30, 2009.

D. Total Cost

The total cost to **RSCCD** for the performance of this subcontract shall not exceed \$10,000, to be paid in accordance with the terms set forth in Article II, C.

E. Delivery

All final materials and reports required under this subcontract shall be completed and delivered to **RSCCD** on or before July 15, 2009. The final report shall conform to the report format provided in **Exhibit 1** to this Agreement.

ARTICLE II COST, PAYMENT AND INVOICING

A. Allowable Costs and Fees

The allowable costs and fees eligible for reimbursement to **SAUSD** for performance of this Agreement shall be determined in accordance with the terms of this Agreement.

B. Payment

Payment will be made on a cost reimbursement basis by **RSCCD** to the **SAUSD** on a quarterly basis upon presentation of the **SAUSD's** itemized, properly formatted and timely invoice. Additionally, **SAUSD** shall provide a Quarterly Expenditure and Progress Report (as shown in **Exhibit 2**).

RSCCD shall not pay any invoice where the total payments would result in a cumulative payment in excess of the limitations established by Article I, C.

Invoices are due on the 15th day of the following months:

**March 2009
June 2009**

C. Invoicing

Invoices shall be submitted with the following required information and in the following manner:

- (1) In duplicate (one (1) original and one (1) copy);**
- (2) Reference the Project Grant Title and the Grant Number;**
- (3) Identify the period the invoice covers;**
- (4) Itemize all items;**
- (5) Addressed to:**

**Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Catherine Nguyen, Senior Accountant**

**ARTICLE III
GENERAL TERMS AND CONDITIONS**

A. Documentation/Audit

SAUSD will maintain adequate financial records, in accordance with generally accepted accounting practices to clearly and easily identify expenses of the Agreement, to describe the nature of each expense and to establish relatedness to this Agreement. All records related to this Agreement shall be reasonably available for inspection by RSCCD and/or the State Auditor. The financial records of this Agreement shall be retained for a period of five (5) years after the final payment under the grant.

B. Subcontracts

This provision prohibits SAUSD from entering into a subcontract or subgrant without the additional written approval of the State's Project Monitor.

The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

C. Assignment

This Agreement may not be assigned in whole or in part by SAUSD without the prior written consent of RSCCD, which consent may be withheld by RSCCD in its sole and absolute discretion.

D. Termination

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, except that the termination of the Tech Prep Consortium Project Agreement No. 08-139-053 concurrently terminates this Agreement as of the same date. SAUSD shall be entitled to be compensated only for services rendered through the date of termination. Both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. This notice shall be deemed given when received or no later than three (3) days after the date of mailing whichever is sooner.

It is mutually understood between the parties that this subgrant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the subgrant were executed after that determination was made.

This subgrant is valid and enforceable only if sufficient funds are made available to the State by the United States Federal Government for the current fiscal year for the purposes of this program. In addition, this subgrant is subject to any additional restrictions, limitations or conditions enacted by Congress which may affect the provisions, term or funding of this subgrant in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.

The State has the option to void the grant under the thirty (30) day cancellation clause or to amend the grant to reflect any reduction of funds.

Any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

E. Compliance with Laws

SAUSD shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances including worker's compensation in performing this Subcontract.

F. Document Disclosure

Any document or written report prepared for or under the direction of RSCCD or the State, in whole or in part by SAUSD, shall contain the grant number and dollar amount of the grant.

G. Work for Hire

- (1) **SAUSD** agrees that any and all services rendered, materials, inventions for processes, machines, manufacturers, or compositions of matter, and trademarks/servicemarks created, developed or produced pursuant to the subgrant agreement, shall be and are Work for Hire. All rights, title, and interest in and to the Work developed under this subcontract/Agreement/subgrant shall be assigned and transferred to the Chancellor's Office of the California Community Colleges. This Work for Hire agreement shall survive the expiration or early termination of this subgrant.

- (2) The copyright for all materials produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office of the California Community Colleges. **SAUSD**, and all subgrantees/subcontractors and others who produce copyright materials pursuant to the grant, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office of the California Community Colleges. The Chancellor's Office of the California Community Colleges shall acknowledge **SAUSD** or its Subgrantees or Subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office of the California Community Colleges may license **RSCCD** or **SAUSD** or its Subgrantees or Subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate the Chancellor's Office of the California Community Colleges for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office of the California Community Colleges for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this subgrant, even if such derivative works compete with those created under this subgrant.

All materials developed in draft and in final form pursuant to this subgrant shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "Chancellor's Office of the California Community Colleges." Acknowledgment may be given to **RSCCD**, or **SAUSD** or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office of the California Community Colleges or the **RSCCD** or **SAUSD** that the copyright be registered with the U.S. Copyright Office, that party will be responsible for applying for, paying the filing fees for, and securing said copyright.

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including SAUSD's administrative communications and records relating to this subgrant, shall be delivered to and shall become the exclusive property of the Chancellor's Office of the California Community Colleges and may be copyrighted by the Chancellor's Office of the California Community Colleges.

- (4) If it is deemed necessary by either the Chancellor's Office of the California Community Colleges or SAUSD that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacturer, or composition of matter, SAUSD will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufacturers, or compositions of matter developed pursuant to this subgrant shall be issued to the "Chancellor's Office of the California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to SAUSD or the actual inventor(s) in an appropriate manner. The Chancellor's Office of the California Community Colleges agrees to grant a nonexclusive license for such intellectual property to RSCCD or SAUSD, as appropriate. Said license shall include the right to use the patent inventions for processes, machines, manufacturers, or compositions of matter derived from those created under this subgrant.
- (5) All trademarks and servicemarks created, developed or acquired pursuant to this subgrant agreement shall be the property of the Chancellor's Office of the California Community Colleges. If it is deemed necessary by either the Chancellor's Office of the California Community Colleges, RSCCD, or the SAUSD that a trademark or servicemark be registered with state or federal agencies, SAUSD will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this subgrant shall be issued to the "Chancellor's Office of the California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office of the California Community Colleges agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this subgrant to SAUSD.
- (6) In connection with any license granted pursuant to the preceding paragraphs, SAUSD agrees not to permit infringement by any person, to compensate Chancellor's Office of the California Community Colleges for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office of the California Community Colleges for any and all claims arising out of or in connection with such license. SAUSD may, with the permission of RSCCD and the Chancellor's Office of the California Community Colleges, enter into a written sublicensing agreement subject to these same conditions.

(7) Any and all services rendered, materials, inventions for processes, machines, manufacturers, or compositions of matter, and trademarks/servicemarks created, developed or produced pursuant to the subgrant agreement by subgrantees/subcontractors who create works for this subgrant for SAUSD are for and are the property of the Chancellor's Office of the California Community Colleges. SAUSD shall obtain an acknowledgement of the work for hire performed by these subgrantees/subcontractors who produce intellectual property pursuant to the grant agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office of the California Community Colleges from all subgrantees/subcontractors. SAUSD shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subgrantees/subcontractors who create works for this grant. No unpaid volunteer or other person shall produce copyright materials under this subgrant without entering into a subgrant/subcontract between such person(s) and SAUSD giving the Chancellor's Office of the California Community Colleges the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

H. Federal Nondiscrimination Clause

In addition to complying with the requirements of provision X of this Agreement, Subcontractors receiving federal funds shall also comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793-794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; California State Plan for Use of Carl D. Perkins Funds; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.

I. Student Participation

No person shall be excluded from, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this subgrant on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, physical or mental disability, or sexual orientation. Such programs should not be designed, administered, or advertised in a manner which discourages participation by students on any of these bases. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, or ethnicity. In the event that mentoring or counseling services are provided with funding provided by this grant, students may not be paired with mentors or counselors based solely upon the race, color, national origin, or ethnicity of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where subgrantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

J. Eligibility for Non-citizens

Funds provided under this subgrant shall only be used to employ, contract with, or provides services to citizens of the United States or non-citizens who are eligible to receive public benefits pursuant to Section 4001 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

K. Nondiscrimination Clause

During the performance of this subgrant, SAUSD and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave or sexual orientation. SAUSD and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SAUSD and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations* are incorporated into this subcontract by reference and made a part hereof as if set forth in full. SAUSD and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

L. Americans with Disabilities Act of 1990

By signing this Agreement, SAUSD assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. SAUSD shall upon request by any person, make any materials produced with subgrant funds available in Braille, large print, electronic text, or other appropriate alternate format. SAUSD shall establish policies and procedures to respond to such requests in a timely manner. All data-processing, telecommunications, and/or instructional equipment purchased under this grant (if allowed within the funding category) and all instructional software/resources purchased or developed under this subgrant shall, where feasible, be designed to permit use by persons with disabilities (including those who are visually impaired or hearing impaired) or appropriate adaptive equipment or software shall be purchased or developed to provide accessibility for persons with disabilities. Design of computer or web-based instructional material shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

M. Drug-Free Workplace Certification

By signing this Agreement, **SAUSD** hereby certifies under penalty of perjury under the laws of the State of California that **SAUSD** will comply with the requirements of the Drug-Free Workplace Act of 1990 (*Government Code* Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (2) Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug-abuse in the workplace;
 2. The person or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- (3) Every employee who works the proposed grant will:
 1. Receive a copy of the company's drug-free policy statement; and,
 2. Agree to abide by the terms of the company's statement as a condition of employment on the grant.

N. Indemnification by RSCCD

RSCCD agrees to indemnify, defend, and hold harmless **SAUSD** and its officers, employees, agents, and volunteers from and all claims, actions, losses, damages and/or liability arising out of the performance of this Subcontract Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of **RSCCD**, including any acts, errors, or omissions of any officers, employees, instructors, students, or agents of **RSCCD**, for any costs and expenses incurred by **SAUSD** of account of any claims therefore except where such indemnification is prohibited by law.

O. Indemnification by SAUSD

SAUSD agrees to indemnify, defend, and hold harmless **RSCCD** and its authorized agents, officers, trustees, volunteers, employees, and students, from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Subcontract Agreement or from any cause whatsoever which may arise because of the negligence, misconduct or other fault of **SAUSD**, including any acts errors, or omissions of any officers, employees, instructors, or agents of **SAUSD**, for any costs and expenses incurred by **RSCCD** on account of any claims therefore except where such indemnification is prohibited by law.

P. Notice

Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To RSCCD: Rancho Santiago Community College District
c/o Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attn: Mr. Bart Hoffman, Project Director

With a copy to: Rancho Santiago Community College District
2323 North Broadway Street
Santa Ana, CA 92706
Attn: Peter J. Hardash
Vice Chancellor Business/Fiscal Services

To SAUSD: Santa Ana Unified School District
Career Development and ROP
1815 South Ritchey, Building 1A
Santa Ana, CA 92505
Attn: Mr. Lee Gotcher, Assistant Director

Q. Independent Status of SAUSD

SAUSD, and its agents and employees of SAUSD, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of RSCCD or the State of California.

R. Governing Law

This Agreement shall be governed by the laws of the State of California both as to interpretation and performance.

S. Entire Agreement

This Agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

APPROVED AND AGREED:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SANTA ANA UNIFIED
SCHOOL DISTRICT

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Title: Vice Chancellor
Bus. Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board
Approval

Date: February 2, 2009

**Rancho Santiago CCD Tech Prep Consortium
Final Performance Report Format
2008/2009**

The Final Performance Report for the 2008/2009 Tech Prep Consortium will consist of three elements:

1. **Final Expenditure Report for 2008/2009 (See Form A)**
2. **Final Expenditure Report Data Summary Sheet (See Form B)**
3. **Narrative Report to consist of four reporting elements:**
 - a. **Description of significant project outcomes.**
 - b. **Identification and description of those aspects of the project that were unique and particularly effective.**
 - c. **Progress in implementing VTEA Tech Prep accountability requirements.**
 - d. **Report on significant student career pathways under development or implemented.**

2008-2009 Final Report of Expenditures by Source of Funds

Grant Number: 08-139-053 Contact (Name): _____ E-Mail Address: _____
 District: Santa Ana Unified School District Telephone: _____ Fax: _____

Source of Funds	VTEA II, Tech Prep								
	Budget	Expenditure	Balance	Budget	Expenditure	Balance	Budget	Expenditure	Balance
1000 Instructional Salaries									
2000 Non instructional Salaries									
3000 Employee Benefits									
4000 Supplies and Materials									
5000 Other Operating Exp. & Srvs.									
6000 Capital Outlay									
7000 Other Outgo									
Total Direct Expenditures									
Total Indirect Expenditures									
Total Expenditures									

Certification: All expenditures shown on this claim are supported with documentation and comply with applicable State and Federal regulations including the Chancellor's Office, California Community Colleges Instructions Terms and Conditions 1999-2000; the Carl D. Perkins Vocational Technical Education Act of 1998 Public Law (P.L. 105-332); Titles VI and VII, Civil Rights Act of 1964; Title IX, Education Amendment of 1992; Title 5, California Code of Regulations; and the extended State Plan for Vocational Education.

 (Project Director Signature)

 Date:

 (Chief Business Officer/Authorized Signature)

 Date:

SUBMIT COMPLETED FORMS TO:
 John Kalko, RSCCD Tech Prep Coordinator
 Santa Ana College
 1530 W. 17th Street
 Santa Ana, CA 92706-3398

VTEA 98 – Title II, Tech Prep
 Final Performance Report
 Data Summary Form
 2008-2009

Grant No.:	08-139-053	College/District:	Santa Ana Unified School District
Project Title:	RSCCD Tech Prep Consortia	Project Director:	
Funding Period:	07/01/2008 to 06/30/2009	Phone No.:	
Fax No.:		E-Mail Address:	

Please Report Expenditures and Estimates
 (Fill in unshaded boxes)

1. Amount of Federal Funds Awarded:	\$	10,000
2. Amount of Federal Funds Expended:	\$	
3. Estimated Federal Funds Expended in:		
Curriculum Development and Improvement	\$	
Professional Development	\$	
Partnership Development	\$	
Performance Accountability	\$	
Student Support Structures:		
Adaptive Services	\$	
Student Leadership	\$	
Counseling/Assessment	\$	
Dependent Care	\$	
Internship	\$	
Mentoring/Job Shadowing	\$	
Recruitment	\$	
Textbooks	\$	
Transportation	\$	
Tutoring	\$	
Other	\$	

4. Number and Gender of Students Served with Title II, Tech-Prep			
	Gender	Male	Female
	Secondary		
	Post-Secondary		
	Total		

5a. Number and Gender of Professional Staff Served with Title II, Tech-Prep			5b. Discipline of Professional Staff Served	
Gender	Male	Female	General	
Secondary			Academic Education	
Post-Secondary			Vocational Education	
Total			Guidance/Counselor	
			Instructional Support	
			Total	

6. High School in Tech-Prep Consortium	
Number Participating	
Number Not Participating	
Total	

7. Number of Courses	
Added (New)	.
Expanded (Revised)	
Deleted	

8. The above data and attached narrative report are submitted by:	
Project Director Signature:	Date:

For COCCC Use Only:	
This information meets the COCCC Final Reporting Requirements	
Project Director Signature:	Date:

California Community Colleges
YEAR-TO-DATE EXPENDITURE AND PROGRESS REPORT

Rancho Santiago CCD

Reporting Time Frame (Check One)

1. Grant Agreement Number: 08-139-053 Total Grant Award: \$10,000.00
2. Tech Prep Partner: Santa Ana Unified School District
3. Contact Person: _____
4. Telephone Number: () _____

<input type="checkbox"/> 1 st Quarter	(7/1-9/30)	Due 10/15
<input type="checkbox"/> 2 nd Quarter	(7/1-12/31)	Due 1/15
<input type="checkbox"/> 3 rd Quarter	(7/1-3/31)	Due 4/15
<input type="checkbox"/> 4 th Quarter	(7/1-6/30)	Due 7/15

	Source of Funds	VTEA II, Tech-Prep		
		Budget	Expenditure	Balance
6.	1000 Instructional Salaries			
7.	2000 Non instructional Salaries			
8.	3000 Employee Benefits			
9.	4000 Supplies and Materials			
10.	5000 Other Operating Exp. & Srvs.			
11.	6000 Capital Outlay			
12.	7000 Other Outgo			
13.	Total Direct Expenditures			
14.	Total Indirect Expenditures			
15.	Total Expenditures			

- 16 **Progress Report (Check One)**
- Objectives and timelines are being met. (MUST complete form reverse side)
 - Objectives and timelines are not being met. (MUST complete form reverse side)

This is to certify that the Year-to-Date Expenditures and Progress Report has been prepared in accordance with the applicable Federal and State regulations. To the best of my knowledge, the data contained in this report and declarations on the reverse are true and accurate. Any project results are supported by documented deliverables (i.e., student outcomes/products) on file at the District/Center

17.	
Project Director's Signature and Printed Name _____	Date _____
Chief Business Officer or Designee's Signature and Printed Name _____	Date _____

6.3 (51)

List of Deliverables (i.e., products, student performance outcomes, etc.)

Reasons for lack of progress towards attainment of objectives/timelines:



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

NO. 6.4

Educational Services

To: Board of Trustees	Date: February 2, 2009
Re: Resolution No. 09-02: Santa Ana Empowerment Corporation	
Action: Request for Approval	

BACKGROUND

The Santa Ana Empowerment Corporation (SAEC) is seeking to fund capital projects (e.g. community resource center training/multipurpose facilities) for ESL programs, employment assistance, and workforce development training programs within the boundaries of the Federal Empowerment Zone. The capital improvement projects may include building acquisition, construction, expansion, and/or rehabilitation of a facility. They have a total of \$1.96 million available that must be fully expended in one year.

As part of the application process, a resolution from the governing board must be submitted that authorizes submission of a proposal by the applicant organization.

ANALYSIS

Santa Ana College and the School of Continuing Education are investigating possible uses of these funds.

RECOMMENDATION

It is recommended that the Board approve this resolution that authorizes submission of a proposal to apply for a grant from the Santa Ana Empowerment Corporation for fiscal year 2008/2009.

Fiscal Impact: none	Board Date: February 2, 2009
Prepared by: Sarah Santoyo	
Submitted by: Enrique Perez, Interim Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

RESOLUTION NO. 09-02

This resolution must be adopted in order to certify the approval of the Board of Trustees to apply for a grant from the **Santa Ana Empowerment Corporation for Fiscal Year 2008/09**.

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes an application under the Request for Proposal for the Federal Empowerment Zone Program for Year 9 Funds – 2008/2009.

PASSED AND ADOPTED THIS 2nd day of February, 2009, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Brian E. Conley, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

Brian E. Conley
(Printed Name)

February 2, 2009
(Date)



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

Date: December 11, 2008
To: California Community College Trustees
 California Community College Chancellors/Superintendents
From: Scott Lay
Subject: CCCT Board Election - 2009

The California Community College Trustees (CCCT) board serves a major role within the Community College League of California. Meeting five times a year, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

From January 1 through February 15, nominations for membership on the CCCT board will be accepted in the League office. Nominations are to be made by a member district board of trustees; and each district may nominate only members of its board.

Each nominee must be a local community college district trustee, other than the student trustee, and must have consented to be nominated. Only one trustee per district may serve on the board.

An official Biographical Sketch Form and Statement of Candidacy **must** accompany the Nominating Ballot mailed to the League office, and please use only these forms. Nomination materials should be sent by certified mail – return receipt requested. Faxed materials will **not** be accepted due to the quality of transmission.

The election of members of the CCCT board will take place between March 10 and April 25. Each member district board of trustees will have one vote for each vacancy on the CCCT board. Seven persons will be elected to the board this year. Three incumbents (elected and appointed) are eligible to run for re-election. In accordance with the CCCT Board Governing Policies, as adopted by the board at its June 2008 meeting, "CCCT Board members shall be elected by the institutional member governing boards for alternate three-year terms. No CCCT Board member shall serve more than three (3) terms consecutively."

Election results will be announced at the CCCT annual conference. The newly elected members of the board will assume their responsibilities at the conclusion of the annual conference, May 3, 2009.

If you have any questions about the CCCT board election process, please call the League office.

Attachments: (mailed only to CCC Chancellors/Superintendents)

Official Nominating Form
 Official Biographical Sketch Form
 Official Statement of Candidacy
 CCCT Board Terms of Office (adopted by the board, November 2008)
 CCCT Board Roster

Lucarelli, Anita

From: Lucarelli, Anita
Sent: Friday, January 30, 2009 1:50 PM
To: 'Phil Yarbrough'
Cc: 'Brian Conley'; 'David Chapel'; John Hanna; 'John Hanna'; 'Larry Labrado'; 'Mark McLoughlin'; 'Woolery, Lisa'; 'Paul Garcia'
Subject: FW: Docket questions from Phil

Here are the answers to your questions, Phil.

5.9 Pull - I want to discuss the expense of \$95k with only one bid and how this additional expense is recommended with no competing bids.

The instructor recommended this equipment because it meets the educational training program and is compatible with other HAAS equipment used in the classroom. HAAS Factory Outlet is the only authorized distributor for this equipment and no other bidder could provide an "or equal" product meeting the bid specifications. This equipment purchase is using VTEA funds.

5.10 - This is the "initial purchase", what is the full purchase amount at both SCC and Centennial? Are we obligating ourselves to the future purchases and if so, will these purchase requests be submitted to the board as an individual docket item?

The amount of \$37,840.58 is the actual total cost of purchase. The breakdown of each site is \$9,976.44 for SCC and \$27,864.14 for CEC. The District is not obligated to utilize this piggyback contract for future purchases instead; it is to be used on an as needed basis at the discretion of the District. Yes, any future purchases will be included on the PO listing presented to the Board monthly

I did not include budget update on the agenda, but Peter will be presenting a budget update during Eddie's report.

Anita Lucarelli

Executive Assistant to the Board of Trustees
Rancho Santiago Community College District
2323 North Broadway, Suite 410-2
Santa Ana, CA 92706-1640
714-480-7452
714-796-3915 (fax)

From: Phillip Yarbrough
Sent: Friday, January 30, 2009 9:36 AM
To: Lucarelli, Anita
Subject: Docket questions

Here are the questions i have:

5.9 Pull - I want to discuss the expense of \$95k with only one bid and how this additional expense is recommended with no competing bids.

5.10 - This is the "initial purchase", what is the full purchase amount at both SCC and Centennial? Are we obligating ourselves to the future purchases and if so, will these purchase requests be submitted to the board as an individual docket item?

(over)

Where is the separate budget discussion item? Is it too late to add it to the agenda?



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

2008-2009/2009-2010 Budget
Update

Board of Trustees Meeting
February 2, 2009

Budget Update

- **State Budget – No Budget/No progress**
 - Negotiations stalled
 - State quickly running out of cash
 - IOU's are being issued
 - No tax refunds
 - Does not affect RSCCD
- **Federal Stimulus Plan - ?**
 - No details
 - \$10+ billion for CA for “Education”
 - Uncertain at this time how it will help
 - Funds may not arrive until late 2009-2010
 - Federal Stimulus funds are a one-time infusion of funds to assist states with their budget problems
 - Not a long time solution

Budget Update

- Proposed deferral of current year apportionment for January and February 2009 to July 2009
 - \$11 million for RSCCD
 - Deferral vs. cuts
- The apportionment deferral will cause severe cash flow shortages for districts
- Will force RSCCD to borrow from internal funds, OC Treasury and/or issue TRANS

Legislative Analyst's Recommendations

- LAO Budget Analysis - Higher Education review is posted at:
http://lao.ca.gov/analysis_2009/highered/Highered_anl09.pdf
- LAO recommends increasing student fees to \$30 or \$40 per unit
- “It is possible that some students who would have enrolled in community college courses at \$20 per unit will not enroll when the fee is raised”
- LAO recommends growth funding for 09-10 be lowered from proposed 3% to 1% because of expected lower enrollments due to higher tuition fee

Legislative Analyst's Recommendations

- LAO recommends new funding rate for “lower-priority credit enrollment”
- “recommend the Legislature reduce the funding for credit-bearing physical education courses and other enrichment classes to the regular noncredit rate”
- \$4,600 per FTES to \$2,750 per FTES

Legislative Analyst's Recommendations

■ Physical Education

- “Aerobic Exercise, Badminton, Bowling, Weight Training, Yoga”

■ Personal Enrichment

- “Birds of Southern California, Broadway Tap Dance, Introduction to Ceramics, Painting for Pleasure, Recording Your Autobiography”

RSCCD Initiatives

- Purchasing deadlines accelerated to February 2, 2009
 - All purchases will require Cabinet review and approval
- Hiring freeze continues
- Reductions to Classified short-term hourly
 - Reductions, not total elimination
- Business related cell phone reimbursement program eliminated as of January 30, 2009
- Recommendation forthcoming on raising parking fees

RSCCD Initiatives

- Recommendation forthcoming on changes to non-teaching assignments
- Recommendation forthcoming on reducing contracted services and consultants
- Recommendation forthcoming on closing Santora Art Gallery
- Recommendation forthcoming on relocating Marketplace Education Center
- Reviewing possible departmental and program reorganizations
 - Will move managers around
- Overall, tighten belt as much as possible

When will we have a budget?

- Big 5 currently negotiating and appear to be stalled
 - compromise raising taxes for budget spending limits
 - special interest groups influence on Legislature
- IOU's (registered warrants) issuance has begun
 - State quickly running out of cash
- California's credit rating downgraded further last week

GOVERNOR'S BUDGET
COMMUNITY COLLEGE DEFERRAL PROPOSALS
(JANUARY 16, 2009)

EXISTING DEFERRAL

- There is no change proposed to the existing \$200 million June to July deferral implemented back in 2003-04.

NEW DEFERRAL PROPOSALS

- The Governor proposes to REPLACE provisions of the recently enacted 2008-09 Budget Act that deferred \$245 million split equally from district general apportionment payments for January, February and March and returned to districts in April, May and June with a deferral of \$230 million from January and February (\$115 million each month) to be repaid in July, 2009. Like the existing deferral, the \$230 million will be ongoing.
- Under the proposal, the total amount of the CCC deferrals for the current year would equal \$430 million, with the deferred dollars being repaid in total in July, 2009.
- There is an additional deferral of \$200 million for 2009-10. This would defer \$200 million of the regular July, 2009 Advance Apportionment funding to October of the same fiscal year.
- All deferrals are proposed as permanent changes to the CCC budget.

Note: Categorical funding payments are not impacted by this proposal and will be paid to districts on the same statutory schedule

Simulation

General Apportionment Cash Flow SIMULATION -

Simulation

	Standard Allocation Percentage		Proposed Allocation Percentage						Simulation	
	52%		8%	8%	8%	8%	8%	8%		
DISTRICT	Certified General Apportionment	Paid Through December	January Payment	February Payment	March Payment	April Payment	May Payment	June Payment	2008-09 Receipts	Approx. July 2009 Deferral Payment
Allan Hancock	33,240,727	17,379,176	1,857,030	1,149,545	2,180,293	2,180,293	2,180,293	2,180,293	29,106,923	4,133,804
Antelope Valley	48,607,330	25,359,355	2,710,843	1,680,960	3,188,204	3,188,204	3,188,204	3,188,204	42,503,974	6,103,356
Barstow	12,184,202	6,371,637	679,613	421,359	799,174	799,174	799,174	799,174	10,669,306	1,514,896
Butte	39,665,211	20,747,029	2,214,537	1,371,720	2,601,681	2,601,681	2,601,681	2,601,681	34,740,011	4,925,200
Cabrillo	34,857,871	18,240,941	1,950,519	1,205,470	2,286,363	2,286,363	2,286,363	2,286,363	30,542,382	4,315,489
Cerritos	71,164,813	37,191,962	3,968,358	2,461,053	4,667,772	4,667,772	4,667,772	4,667,772	62,292,461	8,872,351
Chabot-Las Positas	55,007,081	28,795,641	3,075,502	1,902,279	3,607,970	3,607,970	3,607,970	3,607,970	48,205,302	6,801,778
Chaffey	53,179,848	27,765,905	2,970,006	1,839,089	3,488,120	3,488,120	3,488,120	3,488,120	46,527,480	6,652,368
Citrus	48,898,510	25,539,224	2,726,575	1,691,030	3,207,303	3,207,303	3,207,303	3,207,303	42,786,040	6,112,470
Coast	74,376,694	39,046,132	4,180,127	2,572,127	4,878,443	4,878,443	4,878,443	4,878,443	65,312,157	9,064,537
Compton	20,764,008	10,859,264	1,158,323	718,070	1,361,932	1,361,932	1,361,932	1,361,932	18,183,386	2,580,622
Contra Costa	61,740,703	32,455,452	3,473,396	2,135,144	4,049,635	4,049,635	4,049,635	4,049,635	54,262,533	7,478,170
Copper Mt.	9,237,310	4,830,029	515,130	319,449	605,885	605,885	605,885	605,885	8,088,146	1,149,164
Desert	15,493,298	8,106,313	871,920	535,796	1,016,221	1,016,221	1,016,221	1,016,221	13,578,913	1,914,385
El Camino	67,846,087	35,491,841	3,790,565	2,346,283	4,450,094	4,450,094	4,450,094	4,450,094	59,429,063	8,417,024
Feather River	5,449,796	2,861,148	305,704	188,467	357,458	357,458	357,458	357,458	4,785,150	664,647
Foothill-DeAnza	81,912,987	42,955,247	4,592,313	2,832,751	5,372,756	5,372,756	5,372,756	5,372,756	71,871,334	10,041,654
Gavilan	11,893,942	6,251,368	668,482	411,321	780,136	780,136	780,136	780,136	10,451,714	1,442,228
Glendale	63,424,914	33,163,549	3,537,387	2,193,388	4,160,104	4,160,104	4,160,104	4,160,104	55,534,741	7,890,172
Grossmont-Cuyamaca	52,932,816	27,699,686	2,962,988	1,830,546	3,471,917	3,471,917	3,471,917	3,471,917	46,380,888	6,551,928
Hartnell	16,245,157	8,525,504	911,784	561,797	1,065,536	1,065,536	1,065,536	1,065,536	14,261,230	1,983,927
Imperial	29,235,472	15,238,926	1,631,069	1,011,034	1,917,584	1,917,584	1,917,584	1,917,584	25,551,366	3,684,106
Kern	55,912,038	29,206,092	3,132,987	1,933,575	3,667,327	3,667,327	3,667,327	3,667,327	48,941,962	6,970,075
Lake Tahoe	8,123,400	4,254,649	454,107	280,927	532,822	532,822	532,822	532,822	7,120,971	1,002,429
Lassen	9,492,341	4,964,771	529,491	328,268	622,612	622,612	622,612	622,612	8,312,979	1,179,362
Long Beach	90,888,709	47,479,847	5,067,837	3,143,153	5,961,482	5,961,482	5,961,482	5,961,482	79,536,767	11,351,942
Los Angeles	335,269,842	175,386,715	18,737,785	11,594,448	21,990,688	21,990,688	21,990,688	21,990,688	293,681,702	41,588,140
Los Rios	184,623,740	96,518,434	10,312,013	6,384,739	12,109,658	12,109,658	12,109,658	12,109,658	161,653,818	22,969,922
Marin	0	0	0	0	0	0	0	0	0	0
Mendocino-Lake	9,639,192	5,055,542	539,856	333,347	632,244	632,244	632,244	632,244	8,457,722	1,181,470
Merced	39,242,453	20,480,039	2,189,991	1,357,100	2,573,952	2,573,952	2,573,952	2,573,952	34,322,939	4,919,515
Mira Costa	0	0	0	0	0	0	0	0	0	0
Monterey Peninsula	24,751,722	12,964,695	1,383,769	855,975	1,623,491	1,623,491	1,623,491	1,623,491	21,698,401	3,053,321
Mt. San Antonio	112,688,223	58,866,983	6,285,767	3,897,033	7,391,335	7,391,335	7,391,335	7,391,335	98,615,122	14,073,101
Mt. San Jacinto	28,343,894	14,806,399	1,588,421	980,201	1,859,105	1,859,105	1,859,105	1,859,105	24,811,440	3,532,454
Napa Valley	6,930,625	3,678,923	394,969	239,678	454,587	454,587	454,587	454,587	6,131,917	798,708
North Orange County	92,810,850	48,589,380	5,194,658	3,209,625	6,087,558	6,087,558	6,087,558	6,087,558	81,343,894	11,466,956
Ohlone	26,144,570	13,700,020	1,462,587	904,143	1,714,849	1,714,849	1,714,849	1,714,849	22,926,145	3,218,425
Palo Verde	11,771,695	6,153,072	656,166	407,094	772,117	772,117	772,117	772,117	10,304,801	1,466,894
Palomar	31,923,311	16,742,791	1,802,241	1,103,986	2,093,882	2,093,882	2,093,882	2,093,882	28,024,547	3,898,764
Pasadena Area	82,826,684	43,310,703	4,623,160	2,864,349	5,432,686	5,432,686	5,432,686	5,432,686	72,528,956	10,297,728
Peralta	70,660,225	36,939,024	3,948,081	2,443,603	4,634,676	4,634,676	4,634,676	4,634,676	61,869,411	8,790,815

Simulation

General Apportionment Cash Flow SIMULATION -

Simulation

	52%	8%	8%	8%	8%	8%	8%	2008-09	Approx. July 2009	
Standard Allocation Percentage		5.45%	3.46%	6.56%	6.56%	6.56%	6.56%			
Proposed Allocation Percentage										
	Certified General	Paid Through	January	February	March	April	May	June	2008-09	Approx. July 2009
DISTRICT	Apportionment	December	Payment	Payment	Payment	Payment	Payment	Payment	Receipts	Deferral Payment
Rancho Santiago	89,526,971	46,848,983	5,005,372	3,096,061	5,872,165	5,872,165	5,872,165	5,872,165	78,439,074	11,087,896
Redwoods	17,471,003	9,151,699	976,735	604,190	1,145,941	1,145,941	1,145,941	1,145,941	15,316,387	2,154,616
Rio Hondo	55,561,437	29,035,355	3,097,897	1,921,450	3,644,331	3,644,331	3,644,331	3,644,331	48,632,026	6,929,412
Riverside	94,905,767	49,623,803	5,300,524	3,282,073	6,224,965	6,224,965	6,224,965	6,224,965	83,106,261	11,799,506
San Bernardino	52,003,269	27,202,001	2,903,501	1,798,400	3,410,947	3,410,947	3,410,947	3,410,947	45,547,690	6,455,579
San Diego	113,628,227	59,462,611	6,360,874	3,929,541	7,452,990	7,452,990	7,452,990	7,452,990	99,564,988	14,063,239
San Francisco	118,956,109	62,196,562	6,644,452	4,113,792	7,802,452	7,802,452	7,802,452	7,802,452	104,164,613	14,791,496
San Joaquin Delta	46,191,857	24,161,970	2,585,865	1,597,427	3,029,771	3,029,771	3,029,771	3,029,771	40,464,345	5,727,512
San Jose-Evergreen	2,571,231	1,471,077	170,936	88,919	168,650	168,650	168,650	168,650	2,405,531	165,700
San Luis Obispo	14,033,138	7,394,615	794,145	485,300	920,448	920,448	920,448	920,448	12,355,851	1,677,287
San Mateo	23,284,143	12,340,173	1,325,371	805,222	1,527,230	1,527,230	1,527,230	1,527,230	20,579,688	2,704,454
Santa Barbara	51,000,913	26,660,825	2,850,399	1,763,736	3,345,202	3,345,202	3,345,202	3,345,202	44,655,766	6,345,147
Santa Clarita	56,897,090	29,619,797	3,176,563	1,967,640	3,731,938	3,731,938	3,731,938	3,731,938	49,691,751	7,205,339
Santa Monica	79,700,195	41,674,756	4,446,623	2,756,227	5,227,616	5,227,616	5,227,616	5,227,616	69,788,072	9,912,123
Sequoias	30,008,144	15,701,260	1,676,016	1,037,755	1,968,265	1,968,265	1,968,265	1,968,265	26,288,089	3,720,055
Shasta-Tehama-Trinity	22,634,021	11,849,377	1,266,483	782,740	1,484,588	1,484,588	1,484,588	1,484,588	19,836,953	2,797,068
Sierra	7,757,802	4,117,796	458,151	268,284	508,842	508,842	508,842	508,842	6,879,599	878,203
Siskiyou	11,339,776	5,933,957	633,081	392,157	743,787	743,787	743,787	743,787	9,934,344	1,405,431
Solano	31,563,110	16,510,035	1,763,627	1,091,529	2,070,256	2,070,256	2,070,256	2,070,256	27,646,217	3,916,893
Sonoma	50,960,099	26,686,181	2,856,590	1,762,324	3,342,525	3,342,524	3,342,524	3,342,524	44,675,193	6,284,906
South Orange County	0	0	0	0	0	0	0	0	0	0
Southwestern	52,453,456	27,406,690	2,931,308	1,813,968	3,440,475	3,440,475	3,440,475	3,440,475	45,913,868	6,539,589
State Center	98,191,849	51,264,321	5,483,943	3,395,713	6,440,503	6,440,503	6,440,503	6,440,503	85,905,989	12,285,861
Ventura	71,516,848	37,455,267	4,006,514	2,473,227	4,690,862	4,690,862	4,690,862	4,690,862	62,698,458	8,818,391
Victor Valley	37,688,456	19,650,010	2,103,679	1,303,359	2,472,024	2,472,024	2,472,024	2,472,024	32,945,144	4,743,312
West Hills	26,194,144	13,675,253	1,460,504	905,857	1,718,100	1,718,100	1,718,100	1,718,100	22,914,016	3,280,128
West Kern	9,961,288	5,227,598	558,453	344,486	653,371	653,371	653,371	653,371	8,744,020	1,217,268
West Valley-Mission	12,305,493	6,551,023	712,519	425,554	807,130	807,130	807,130	807,130	10,917,615	1,387,878
Yosemite	42,222,775	22,133,633	2,367,701	1,460,166	2,769,435	2,769,435	2,769,435	2,769,435	37,039,239	5,183,536
Yuba	20,125,537	10,551,105	1,130,345	695,990	1,320,054	1,320,054	1,320,054	1,320,054	17,657,657	2,467,879
Statewide Total	3,470,056,437	1,815,531,141	194,104,228	120,003,007	227,604,515	227,604,515	227,604,515	227,604,515	3,040,056,436	430,000,000

Note: Certified amounts in column B derived from Advance Apportionment less COLA.

**Approved by College Council
on January 27, 2009**

Santiago Canyon College Non-Smoking Declaration

Background

In spring 2008, the SCC Academic Senate, Associated Student Government and President's Classified Hawks Advisory Group passed resolutions in support of Santiago Canyon College becoming a smoke-free campus with designated smoking areas.

Current Status

To protect the health of SCC students, employees and visitors, beginning in spring 2009, the campus is a smoke-free zone. Smoking is permitted only in parking lots 1-6.

Vehicles transporting students and staff for instructional/extracurricular activities are also considered non-smoking areas.

An educational campaign (including information on free smoking cessation classes) will be conducted during the first month of each semester so that new students are aware of the declaration.

Per the RSCCD Board approved Student Code of Conduct, individuals who don't comply with the new smoking declaration will be subject to disciplinary action.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 North Broadway
Santa Ana, California 92706

BOARD MEETING
BOARD OF TRUSTEES

4:30 p.m.
Monday, February 2, 2009

CONSENT CALENDAR

The following docket items are recommended for action as indicated. (Any item which a Board member wishes to discuss may be removed.)

- | | | |
|------|---|-----------------|
| 4.1 | <u>Proposed Revisions for 2009-2010 Catalog – Santa Ana College</u> | <u>Approved</u> |
| 4.2 | <u>Affiliation Agreement (NEW): Villa Esperanza Services – OTA</u> | <u>Approved</u> |
| 4.3 | <u>Affiliation Agreement (NEW): USARC – OTA</u> | <u>Approved</u> |
| 4.4 | <u>Affiliation Agreement (NEW): TLC XPress Pharmacy, Inc.
– Pharmacy Technology</u> | <u>Approved</u> |
| 4.5 | <u>Santiago Canyon College Office of Financial Aid (on behalf of SAC
& SCC) Agreement with ThreeForks, Inc.</u> | <u>Approved</u> |
| 5.1 | <u>Payment of Bills</u> | <u>Approved</u> |
| 5.2 | <u>Award of Bid #1094/Diesel & Welding Lab Exhaust Upgrade Project at
Santa Ana College</u> | <u>Approved</u> |
| 5.3 | <u>Asbestos Testing, Analysis, and Abatement Monitoring – Time-and-
Materials Contract</u> | <u>Approved</u> |
| 5.4 | <u>Change Order #2: Geotechnical Observation & Testing Services – SCC
Maintenance & Operations Building</u> | <u>Approved</u> |
| 5.5 | <u>Change Order #14: Bid #1051/SAC Classroom Building</u> | <u>Approved</u> |
| 5.6 | <u>Change Order #15: Bid #1051/SAC Maintenance & Operations Building</u> | <u>Approved</u> |
| 5.7 | <u>DSA Inspection Services: Santa Ana College Classroom Building and
Maintenance & Operations Building</u> | <u>Approved</u> |
| 5.8 | <u>Employee Payroll Time and Attendance System</u> | <u>Approved</u> |
| 5.10 | <u>CMAS Contract to Playcraft Direct, Inc.</u> | |
| 6.1 | <u>Resource Development Items for Approval</u> | <u>Approved</u> |

(over)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 North Broadway
Santa Ana, California 92706

BOARD MEETING
BOARD OF TRUSTEES

4:30 p.m.
Monday, February 2, 2009

CONSENT CALENDAR (cont.)

- | | | |
|-----|---|-----------------|
| 6.2 | <u>Sub-award Agreements for GEAR UP III (Year 4): Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine</u> | <u>Approved</u> |
| 6.3 | <u>Sub-award Agreements: Tech Prep Consortium</u> | <u>Approved</u> |
| 6.4 | <u>Resolution No. 09-02: Santa Ana Empowerment Corporation</u> | <u>Approved</u> |